CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COMMUNITY ROOM OF THE SHERMAN POLICE DEPARTMENT
2600 W. TRAVIS STREET
SHERMAN, TEXAS
MONDAY, JULY 21, 2025
5:00 PM

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER HENRY MARROQUIN

Citizen Comments

B.1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C.1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6847

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 1.15 acres being in the Rueben Hendrix Survey, Abstract No. 504, City Of Sherman, Grayson County, Texas, Located at 2424 Texoma Parkway, Heretofore C-2 (General Commercial) District Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, PHT Hospitality LLC, Pratapbhai R Patel (Owner) and S. Ephraim Osabutey Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6848

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Hotel or Motel in a C-1 (General Commercial) District, Located At 2424 Texoma Parkway, Consisting of 1.15 acres being in the Rueben Hendrix Survey, Abstract No. 504, City Of Sherman, Grayson County, Texas PHT Hospitality LLC, Pratapbhai R Patel (Owner) and S. Ephraim Osabutey Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6849

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To allow automobile, motorcycle, boat, or trailer sales, new or used in a C-2 (General Commercial) District, Located at 4505 and 4511 Texoma Parkway, Consisting of 2.621 acres being Lot 1, Block 1 of Texoma Center Addition, City Of Sherman, Grayson County, Texas Kurt Himmelreich (Owner), Daniel Hinson

(Representative) and Copley Land Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6850**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.08 acres being a portion of Lots 16 and 17, Block 14 of Chaffin's Addition, City Of Sherman, Grayson County, Texas, Located at 814 East Mulberry Street, Heretofore M-2 (Heavy Manufacturing) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Gutierrez Ramirez (Owner) and Burns Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6851**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.703 acres being a Replat of Hilltop Estates, part of Block 6 John Hendrix Survey, Abstract No. 503, City Of Sherman, Grayson County, Texas, Located at 4809 Marshall Street, Heretofore R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The M-1 (Light Manufacturing) District Zoning Classification, Dkota Investments, Inc.(Owner) and Preston Trail Land Surveying (Surveyor) Providing for a Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6852**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 2.00 acres being a part of the Robert Thompson Survey, Abstract No. 1200, City Of Sherman, Grayson County, Texas, Located at 2717 South First Street, Heretofore R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-12 (Single Family Residential) District. Zoning Classification, Liliana Garcia (Owner), Darius Stephenson and Liliana Morales (Representative) and Underwood Drafting & Surveying (Surveyor) Providing for a Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6853**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.163 acres being Lot 5, Block 19, Supplemental Plat of Block 19, South Sherman, City Of Sherman, Grayson County, Texas, Located at 1818 South Montgomery Street, Heretofore C-1 (Retail Business) District; Rezoning And Placing The Tract In An R-5 (Single Family Residential) District Zoning Classification, Claudia Ledezma (Owner), Javiar Veleta Ledezma (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6854**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.24 acres being Lot 5R, Block 3, Rivera & Cintron Addition, City Of Sherman, Grayson County, Texas, Located at 708 South Montgomery Street, Heretofore MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-2F (Duplex Residential) District. Zoning Classification, Alpha Rock Holdings, LLC (Owner), Adeyinka Filani (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

E.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinance No. 6847, 6848, 6849, 6850, 6851, 6852, 6853 & 6854.

Resolutions

F.1. RESOLUTION NO. 7547

Authorizing Execution of a Professional Services Agreement with Cross Engineering Consultants, Inc. for the Crockett Street Lift Station Abandonment

F.2. ** RESOLUTION NO. 7548*

Authorizing the Execution of an Encroachment Agreement with Audioengine for the Encroachment of an Existing Building within the Existing Lamar Street Right of Way and an Existing Loading Dock within the Existing Branch Street Right of Way.

F.3. ** RESOLUTION NO. 7549*

Awarding a Bid to and Authorizing Execution of a Contract with Ferguson Waterworks, LLC for the Annual Supply of Water and Sewer Maintenance Parts and Supplies

OTHER BUSINESS

G.1. OTHER BUSINESS

Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00p.m. on Tuesday, September 16, 2025, to Review and Approve SEDCO's Annual Budget and Work Plan

G.2. ** OTHER BUSINESS*

Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

Payment Authorization

H.1. **PAYMENT AUTHORIZATION*

Texas Department of Transportation Airport Project Participation Agreement

COUNCIL COMMENTS

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

J.1. TEX. GOV'T CODE § 551.071

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

J.2. TEX. GOV.'T CODE § 551.072

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

J.3. **TEX. GOV'T CODE § 551.073**

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

J.4. **TEX. GOV'T CODE § 551.074**

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

J.5. **TEX. GOV'T CODE § 551.076**

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

J.6. **TEX. GOV'T CODE § 551.087**

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

a) Receive Update on Economic Development Prospects

J.7. **TEX. GOV'T CODE § 551.089**

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

Adjournment

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall (220 W. Mulberry) of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, July 18, 2025 at 4:59pm, and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 18th day of July 2025. City of Sherman, Texas

City Clerk Administrative Coordinator

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT (903) 892-7206, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor	Deputy Mayor	Council Members	
Shawn C. Teamann	Juston Dobbs	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Clay Barnett, Council – District #1	Daron Holland, Council – District #4

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. C.1.

Meeting Date: 7/21/2025

Prepared By:

Approved By:

Caption:

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

F. 2. **** RESOLUTION NO. 7548***
Authorizing the Execution of an Encroachment Agreement with Audioengine for the Encroachment of an Existing Building within the Existing Lamar Street Right of Way and an Existing Loading Dock within the Existing Branch Street Right of Way.

F. 3. **** RESOLUTION NO. 7549***
Awarding a Bid to and Authorizing Execution of a Contract with Ferguson Waterworks, LLC for the Annual Supply of Water and Sewer Maintenance Parts and Supplies

G. 2. **** OTHER BUSINESS***
Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

H. 1. ****PAYMENT AUTHORIZATION***
Texas Department of Transportation Airport Project Participation Agreement

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.1.

Meeting Date: 7/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6847

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 1.15 acres being in the Rueben Hendrix Survey, Abstract No. 504, City Of Sherman, Grayson County, Texas, Located at 2424 Texoma Parkway, Heretofore C-2 (General Commercial) District Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, PHT Hospitality LLC, Pratapbhai R Patel (Owner) and S. Ephraim Osabutey Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Issue:

Consideration of a Zone Change for 1.15 acres of land located at 2424 Texoma Parkway from a C-2 (General Commercial) District to a C-1 (Retail Business) District.

Background:

The property is located at 2424 Texoma Parkway between East Highway 82 and East Peyton Street. The owner is requesting a Zone Change to a C-1 (Retail Business) District with a Specific Use Permit for a Hotel.

At the June 17, 2025 regular meeting, the Planning and Zoning Commission voted 5/1 to recommend to City Council that the Zone Change be approved.

Capital Improvement Program:

N/A

Origination:

PHT Hospitality LLC, Pratapbhai R Patel (Owner) and S. Ephraim Osabutey Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

Staff does not have a recommendation.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6847 - 2424 Texoma Pkwy ZC
2. Exhibit A - Survey and Legal Description
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Site Plan
8. Elevations
9. Violation Letter
10. Letter of Concern

ORDINANCE NO. 6847

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 1.15 ACRES BEING IN THE RUEBEN HENDRIX SURVEY, ABSTRACT NO. 504, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2424 TEXOMA PARKWAY, HERETOFORE C-2 (GENERAL COMMERCIAL) DISTRICT REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, PHT HOSPITALITY LLC, PRATAPBHAI R PATEL (OWNER) AND S. EPHRAIM OSABUTEY SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 2424 Texoma Parkway and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of July 2025.

ADOPTED on this the 21st day of July 2025.

EFFECTIVE DATE on this the 21st day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS,
EXEC. DIR. OF ADMINISTRATION,
ACTING CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

GRAPHIC SCALE

0 10 20 30 40 50

(IN FEET)

1 inch = 50 ft.

PROPERTY DESCRIPTION:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATED IN GRAYSON COUNTY, TEXAS, A PART OF THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504, ALSO BEING A PART OF A 3-ACRE TRACT OF LAND CONVEYED BY MARGIE M. PEYTON ET AL. TO T.R. NOWLIN BY DEED DATED SEPTEMBER 7, 1940, AND OF RECORD IN VOL. 414, AT PAGE 190, OF THE DEED RECORDS OF SAID COUNTY, A 3-ACRE TRACT OF LAND CONVEYED BY MARGIE M. PEYTON ET AL. TO T.R. NOWLIN BY DEED DATED NOVEMBER 25, 1941, AND OF RECORD IN VOL. 430, AT PAGE 616, OF SAID DEED RECORDS AND A 4-ACRE TRACT OF LAND CONVEYED BY ELIZABETH PEYTON SHELBY ET AL. TO T.R. NOWLIN BY DEED DATED SEPTEMBER 17, 1945, AND OF RECORD IN VOL. 480, AT PAGE 439, OF SAID DEED RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 75, SAID POINT BEING 2.0 FEET NORTH 29° 38' EAST FROM THE NORTH EDGE OF A BRICK FENCE AND 117.1 FEET NORTH 29° 38' EAST FROM THE SOUTHEAST CORNER OF SAID 3-ACRE TRACT FIRST ABOVE MENTIONED;

THENCE NORTH 72° 33' WEST, PARALLEL WITH AND APPROXIMATELY 2 FEET NORTH OF SAID BRICK FENCE, 302.5 FEET TO A 3/4" IRON ROD FOUND IN A CHAIN-LINK FENCE ON THE EAST LINE OF A 9.1-ACRE TRACT OF LAND CONVEYED BY T.R. NOWLIN ET UX. TO RAY D. WILSON ET UX. BY DEED DATED JUNE 1, 1969, AND OF RECORD IN VOLUME 1138, AT PAGE 305, OF THE AFORESAID DEED RECORDS;

THENCE NORTH 16° 15' EAST ALONG SAID FENCE AND SAID WILSON'S EAST LINE 179.5 FEET TO A POINT 0.2 FEET SOUTH 16° 15' WEST FROM A POINT FOR CORNER;

THENCE SOUTH 65° 50' 57" EAST A DISTANCE OF 206.01' (DEED CALLS SOUTH 66° 09' 00" EAST A DISTANCE OF 205.20 FEET), PARALLEL WITH AND APPROXIMATELY 0.2 FEET SOUTH OF THE SOUTH EDGE OF SAID CHAIN-LINK FENCE TO A 1/2" IRON ROD FOUND WITH YELLOW CAP FOR CORNER;

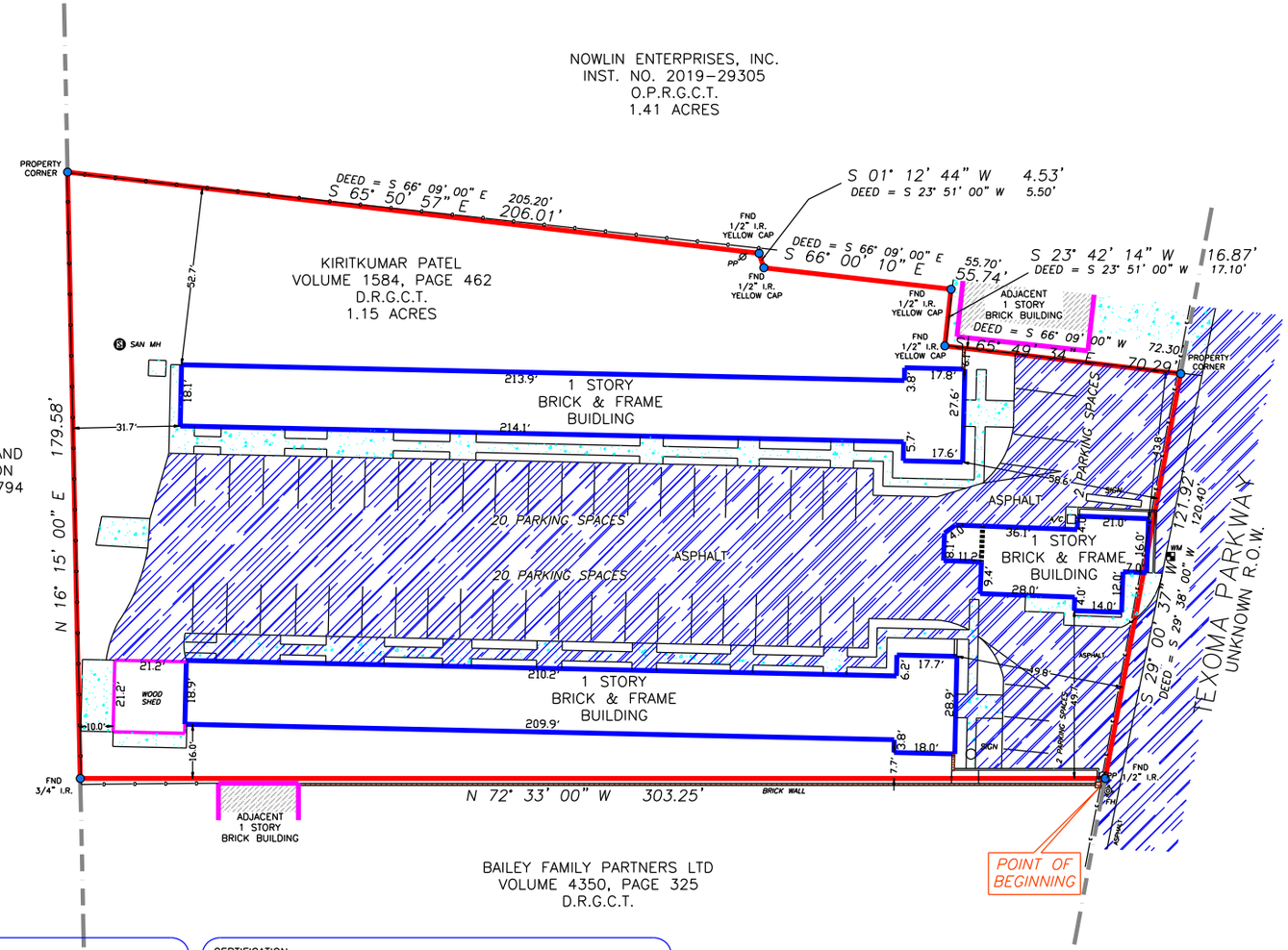
THENCE SOUTH 01° 12' 44" WEST A DISTANCE OF 4.53 FEET (DEED CALLS SOUTH 23° 51' 00" WEST A DISTANCE OF 5.50 FEET) TO A 1/2 IRON ROD FOUND WITH YELLOW CAP ALONG THE WEST EDGE OF SAID CONCRETE WALK;

THENCE SOUTH 66° 00' 10" EAST A DISTANCE OF 55.74 FEET (DEED CALLS DEED SOUTH 66° 09' 00" EAST 55.70 FEET) TO A 1/2" IRON ROD FOUND WITH A YELLOW CAP ALONG THE SOUTH EDGE OF SAID CONCRETE WALK AN INTERIOR CORNER OF SAID WALK;

THENCE SOUTH 23° 42' 14" WEST A DISTANCE OF 16.87 FEET (DEED CALLS SOUTH 23° 51' 00" WEST A DISTANCE OF 17.10 FEET) TO A 1/2" IRON ROD FOUND WITH YELLOW CAP AT A CORNER OF SAID WALK;

THENCE SOUTH 65° 49' 34" EAST A DISTANCE OF 70.29 FEET (DEED CALLS SOUTH 66° 09' 00" EAST A DISTANCE OF 72.30 FEET) ALONG THE SOUTH EDGE OF SAID WALK, PASSING THE END OF SAID WALK AT 39.0 FEET, IN ALL A DISTANCE OF 72.3 FEET TO A POINT FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 75;

THENCE SOUTH 29° 00' 37" WEST A DISTANCE OF 121.92 FEET (DEED CALLS SOUTH 29° 38' 00" WEST A DISTANCE OF 120.40 FEET) WITH SAID RIGHT-OF-WAY LINE TO THE PLACE OF BEGINNING, CONTAINING 1.15 ACRES OF LAND, MORE OR LESS.



BOUNDARY SURVEY OF

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATED IN GRAYSON COUNTY, TEXAS, A PART OF THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504, ALSO BEING A PART OF A 3-ACRE TRACT OF LAND CONVEYED BY MARGIE M. PEYTON ET AL. TO T.R. NOWLIN BY DEED DATED SEPTEMBER 7, 1940, AND OF RECORD IN VOL. 414, AT PAGE 190, OF THE DEED RECORDS OF SAID COUNTY, A 3-ACRE TRACT OF LAND CONVEYED BY MARGIE M. PEYTON ET AL. TO T.R. NOWLIN BY DEED DATED NOVEMBER 25, 1941, AND OF RECORD IN VOL. 430, AT PAGE 616, OF SAID DEED RECORDS AND A 4-ACRE TRACT OF LAND CONVEYED BY ELIZABETH PEYTON SHELBY ET AL. TO T.R. NOWLIN BY DEED DATED SEPTEMBER 17, 1945, AND OF RECORD IN VOL. 480, AT PAGE 439, OF SAID DEED RECORDS, TEXAS.

Seth Ephraim Osabutey
RPLSGEODESIST@GMAIL.COM

F.I.R.M. NO. 48181C PANEL 0290 G
REVISED DATE: 09/01/22 ZONE "X"

FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS. THE INFORMATION SHOULD BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.I.R.M.'S ACCURACY.

SURVEYED FOR: TJLT ENTERPRISES LLC

ADDRESS: 2424 TEXOMA PARKWAY, SHERMAN, TEXAS 75090

TITLE CO: KANE TITLE

GF. NO: 2023101894HW

G.F. EFFECTIVE DATE: OCTOBER 15, 2023

JOB NO.: 2023-075

CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY SHOWING ANY IMPROVEMENTS, FROM LEGAL DESCRIPTIONS SUPPLIED BY CLIENT. THIS SURVEY IS ONLY CERTIFIED FOR BOUNDARY AND THIS TRANSACTION ONLY. SURVEYOR DID NOT ABSTRACT PROPERTY. EASEMENTS, BUILDING LINES, ETC. SHOWN ARE AS IDENTIFIED BY THE TITLE COMMITMENT.

STATE OF TEXAS
REGISTERED
S EPHRAIM OSABUTEY
6063
LICENSED
LAND SURVEYOR

11/12/2023

S EPHRAIM OSABUTEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6063

NOTES:

1. BEARINGS BASED ON PLAT.

2. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND THAT NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.

3. EASEMENTS AND BUILDING LINES PER RECORDED PLAT.

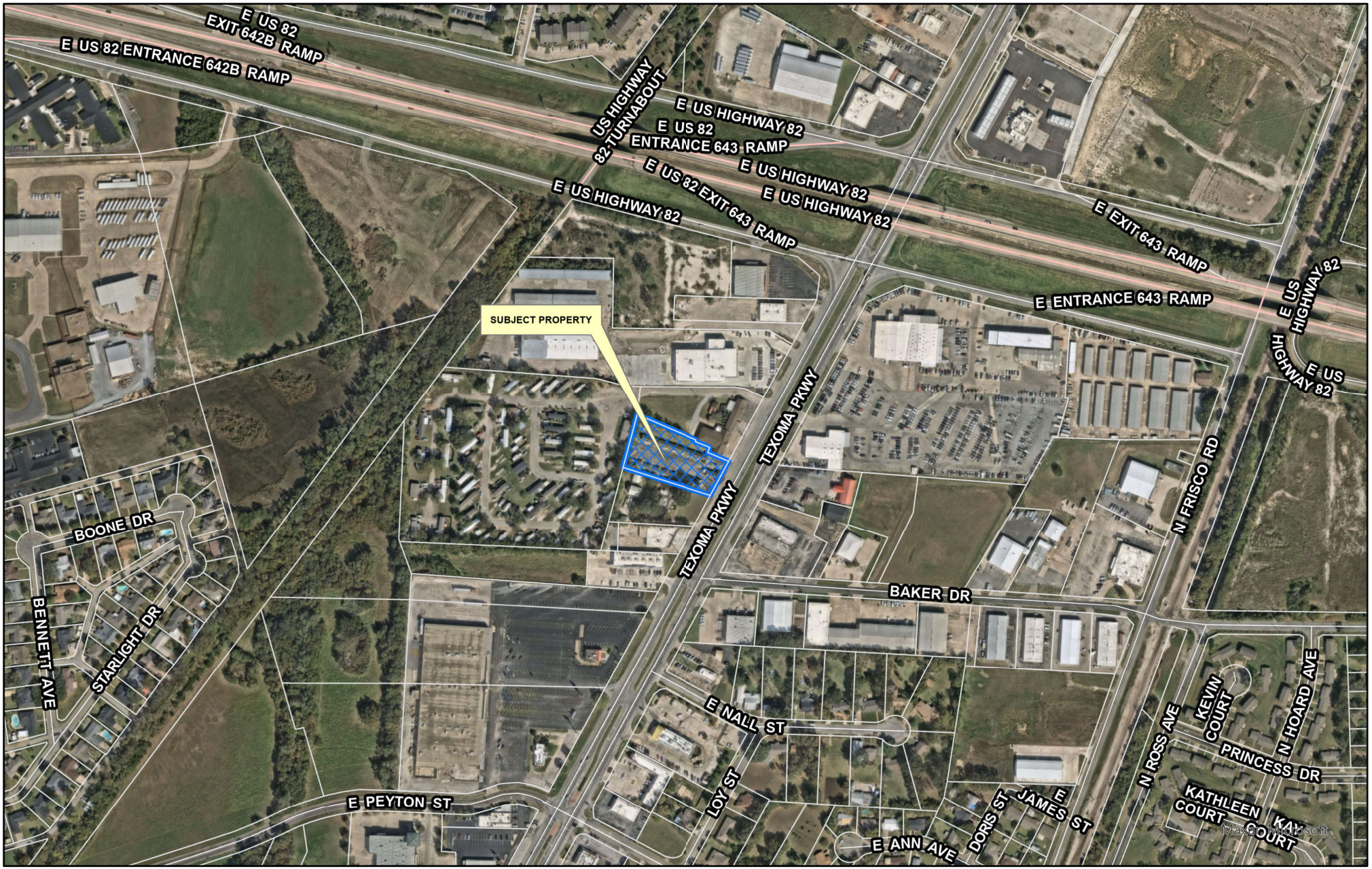
4. EASEMENT: RIGHT OF WAY FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE RECORDED: MAY 31, 1951 IN VOLUME 652, PAGE 414, OF THE DEED RECORDS, GRAYSON COUNTY, TEXAS.

5. EASEMENT: RIGHT OF WAY FOR AN ELECTRIC DISTRIBUTION LINE RECORDED: AUGUST 18, 1955 IN VOLUME 815, PAGE 529, OF THE DEED RECORDS, GRAYSON COUNTY, TEXAS.

6. EASEMENT: SEWER, WATER AND GAS LINES RECORDED: JULY 13, 1970 IN VOLUME 1165, PAGE 234, OF THE DEED RECORDS, GRAYSON COUNTY, TEXAS.

7. TERMS AND CONDITIONS CONTAINED IN DEED RECORDED ON SEPTEMBER 16, 1940, IN VOLUME 414, PAGE 190, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

8. SUBJECT PROPERTY ABUTS A NON-ACCESS OR A LIMITED-ACCESS ROAD, HIGHWAY OR FREEWAY. THIS COMPANY DOES NOT INSURE THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID ROAD, HIGHWAY OR FREEWAY, AND ASSUMES NO LIABILITY IN CONNECTION THEREWITH.



diagrone H:\PLANNING\Public Notification KT.aprx

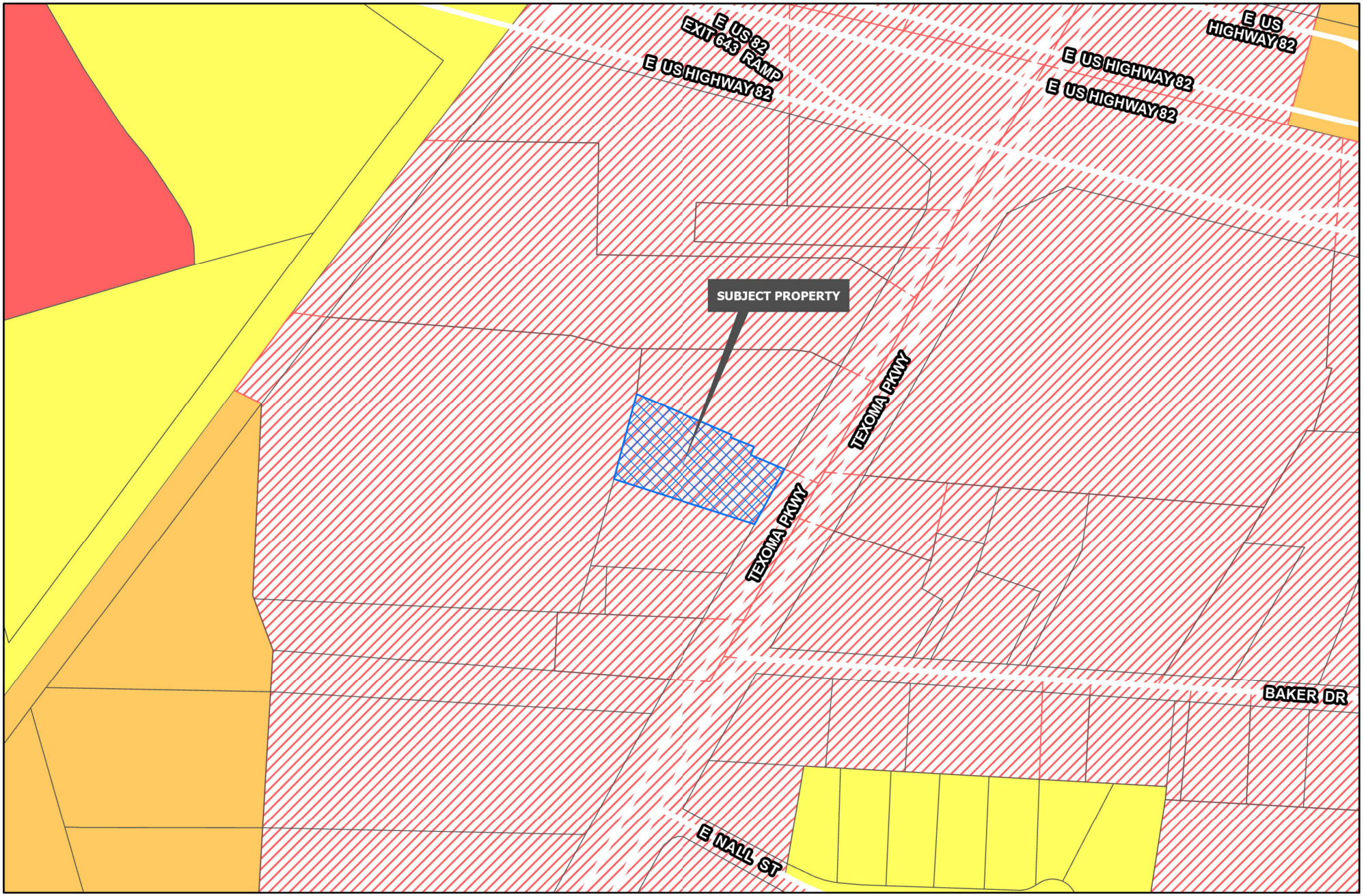
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2424 TEXOMA PKWY

N
W E
S

Date: 2/25/2025 1:32 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
2424 TEXOMA PKWY

N
W E
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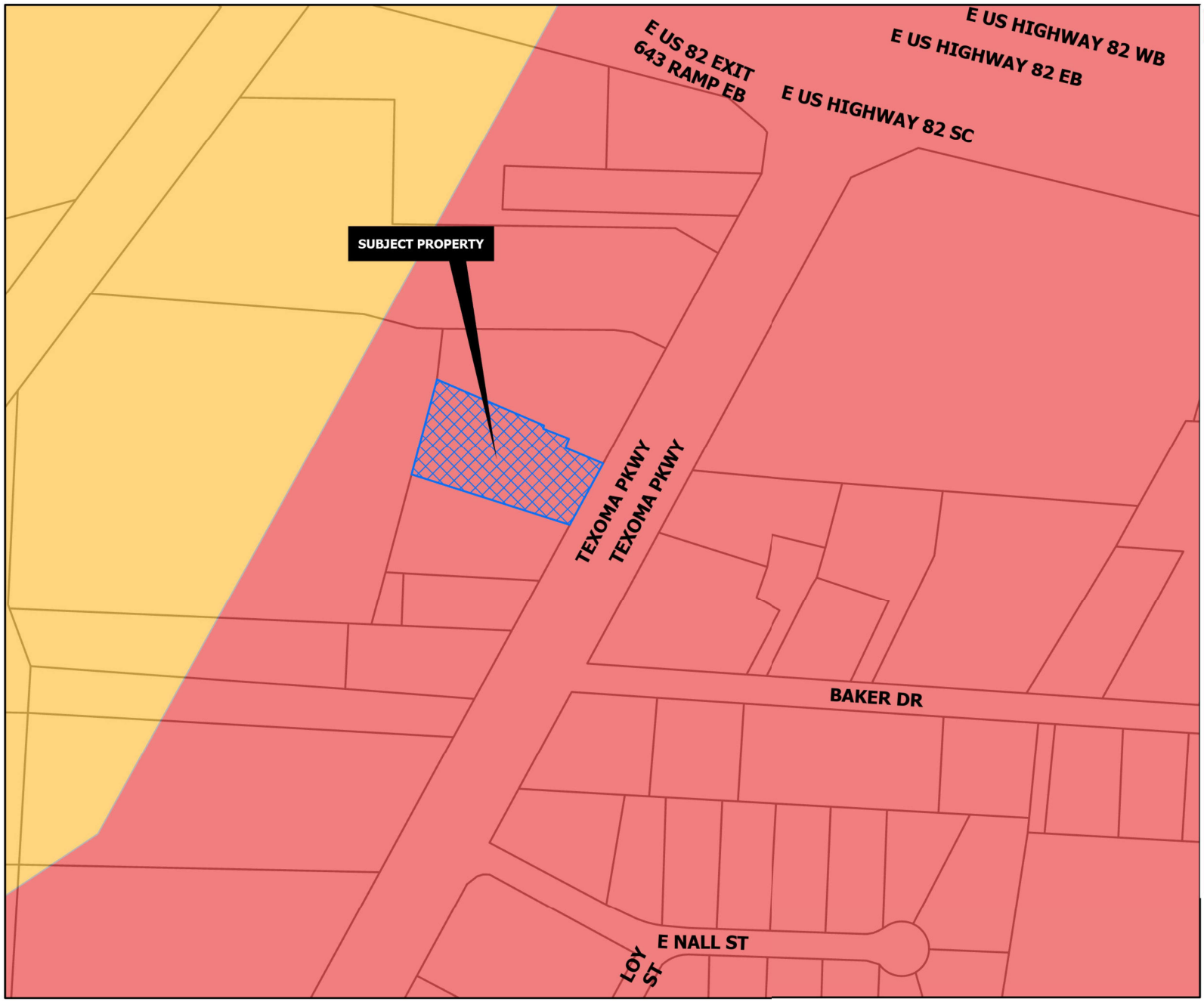
Date: 2/25/2025 1:32 PM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
2424 TEXOMA PKWY

N
W E
S

Date: 2/25/2025 1:32 PM

From:	Pratap Patel
To:	Christmas, Eva
Cc:	Planning; Rae, Rob;
Subject:	Re: Zone Changing Request - 2424 Texoma Parkway - CROSSROADS Inn
Sent:	3/3/2025 4:25:44 PM

EXTERNAL EMAIL: -- Avoid clicking on links or files -- Be safe!

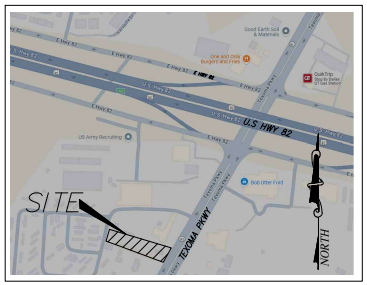
Attached pic !

Thanks
Prat

On Mar 3, 2025, at 9:01 AM, Christmas, Eva <evac@cityofsherman.com> wrote:

The Property Notification Signs are available to be picked up in our office and will need to be posted by 5:00 P.M. - Tuesday March 4, 2025.
You will need to send a picture with the time and date stamped on it.

Please see the sign placement, proof of posting and removal criteria on the attachment.



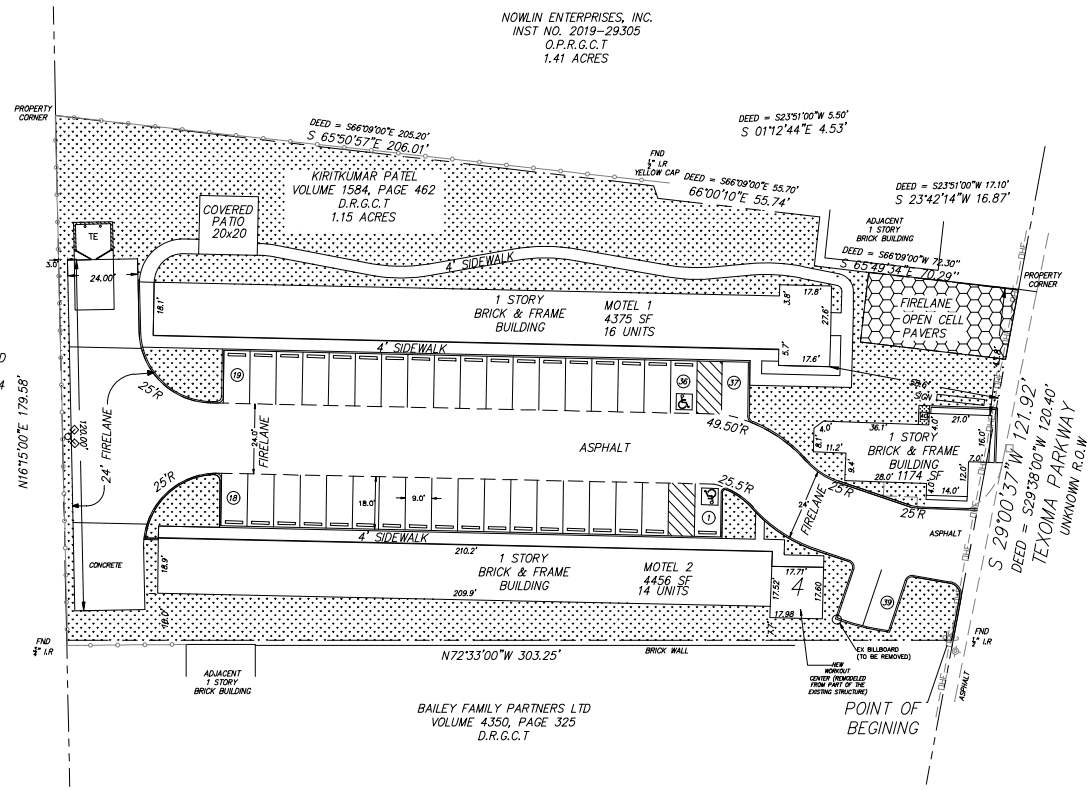
VICINITY MAP

SITE DATA FOR MOTEL

LOT AREA	50,094 SF; 1.15AC
BUILDING AREA	1174 SF OFFICE 4375 SF MOTEL 1 (16 UNITS) 4456 SF MOTEL 2 (16 UNITS) 313 SF LAUNDRY AND WORKOUT CENTER
FLOOR AREA RATIO TOTAL IMPERVIOUS AREA	0.206 33,762 SF (67.39% COVERAGE)
LANDSCAPED AREA	16,331 SF (32.60% COVERAGE)
AREA WITHIN FLOODPLAIN	0 SF
EXISTING ZONING	C-2
PROPOSED USAGE	MOTEL
REQUIRED PARKING	1 PS PER UNIT (30 UNITS) 1 PS PER 400SF OFFICE AREA (1174SF) TOTAL: 33 PS
PROVIDED PARKING	39 (INCLUDING 2 HANDICAPPED)
EXTERIOR MATERIALS:	BRICK

NORTH

0 10 20 30 40
GRAPHIC SCALE IN FEET
SCALE: 1"=20'



PROPOSED IMPROVEMENTS:

Site:

1) FRONT ENTRY IS GOING TO BE REWORKED TO HAVE A SINGLE 24' WIDE FIRE LANE ENTRY WITH THE REMAINING AREA TO BE LANDSCAPED.
2) ON THE FAR NORTH SIDE OF THE SITE WE ARE SHOWNING A FIRE LANE WITH OPEN CELL PAVERS. PAVERS WILL SUPPORT THE FIRE TRUCK 80,000 LB BUT GRASS CAN AND WILL GROW THROUGH THE CELLS. SEE ATTACHMENT FOR A PICTURE OF AN EXISTING FIRE LANE WITH THE OPEN CELL PAVERS.
3) NEW COVERED PATIO WILL BE INSTALLED IN GREEN SPACE ON NORTH SIDE.
4) GREEN SPACE WILL BE LEFT AS A FLEX SPACE WHERE GUESTS CAN CHECK OUT AND PLAY GAMES LIKE CORNHOLE, ETC.
5) WEST (REAR) FENCE WILL BE LEFT INTACT GIVEN THE LARGE AMOUNT OF TREE VEGETATION THAT EXISTS. CURRENT VEGETATION PROVIDED BETTER SCREENING AND PRIVACY THAN NEW FENCE.
6) APPLICANT WILL BE INSTALLING A WROUGHT IRON STYLE FENCE AT THE FRONT CORNER OF EACH MOTEL TO ENCLOSE THE REAR AND SIDES OF THE PROPERTY FROM GENERAL PUBLIC ACCESS. A GATE WILL BE INSTALLED AT THE SIDEWALK (NORTHEAST CORNER OF MOTEL) A GUEST ACCESSIBLE LOCK.
7) ALL SIDEWALKS WILL BE REMOVED AND REPLACED.
8) EXISTING ASPHALT WILL BE MILLED AND NEW OVERLAY INSTALLED.
9) NEW ASPHALT PAVING WILL BE INSTALLED TO COMPLETE THE PAVING PLAN AS SHOWN FOR FIRE ACCESS.
10) PARKING LOT WILL BE RESTRIPED.
11) NEW TRASH ENCLOSURE WILL BE BUILT.
12) NEW SITE LIGHTING WILL BE INSTALLED.
13) EXISTING HIGHWAY STYLE BILLBOARD SIGN WILL BE REMOVED.
14) EXISTING PYLON SIGNS WILL BE REMOVED.
15) NEW MONUMENT SIGN WILL BE INSTALLED AND FACILITY REBRANDED.
16) SOUTHERN MOTEL WILL BE PARTIALLY DEMOLISHED TO ALLOW FOR FIRE LANE TO BE INSTALLED. REMAINING ROOM WILL BE REMODELED AND UTILIZED AS A FITNESS CENTER FOR GUESTS TO UTILIZE.
17) LANDSCAPING UPDATED

MOTEL FACADE AND ROOM CHANGES. (SEE MATERIAL BOARDS AND ELEVATIONS)

1) NEW PAINT SCHEME.(EXTERIOR AND INTERIOR)
2) NEW EXTERIOR DOORS
3) NEW EXTERIOR LIGHT FIXTURES
4) NEW ENERGY EFFICIENT SOLAR BAN WINDOWS.
5) NEW RESTROOMS WITH HIGH END FINISHES.
6) NEW ROOM TILES
7) ALL NEW FURNITURE AND WINDOW COVERINGS.
8) ELECTRICAL REWORKED
9) NEW INTERIOR LIGHT FIXTURES.
10) FACILITY BROUGHT UP TO ENERGY CODE STANDARDS.

OWNER/DEVELOPER:
PRATAPBHAI PATEL,
3248 BUTTERCAP LANE
CAMARILLO, CA 93012
(661) 304-5412
CONTACT: PRATHAPBHAI PATEL

DATE SUBMITTED: 04-08-2025

DCG ENGINEERING
1668 Keller Parkway, Suite 100
Keller, Tx 76248
Phone: (817) 874-2941 or (817) 201-4477
www.dcgengineering.com
Engineering Firm Registration Number F-21947

JOB NO. 1136-01

CONTRACT DATE:	--
BUILDING TYPE:	MOTEL
PLAN VERSION:	--
SITE NUMBER:	XXXXXX
STORE NUMBER:	XXXXXX

2424 Texoma Pkwy
SHERMAN
TEXAS-75090

PLOT DATE:

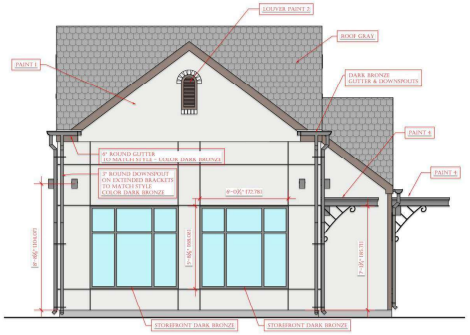
CROSSROADS INN MOTEL

2424 TEXOMA PARKWAY
SHERMAN, GRAYSON COUNTY
TEXAS

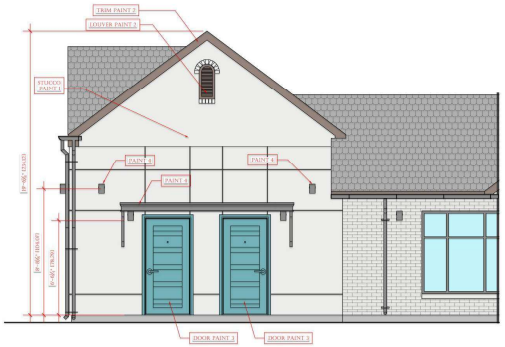
01 BUILDING SOUTH FULL ELEVATION
SCALE: 1/8"=1'-0"

02 BUILDING NORTH FULL ELEVATION
SCALE: 1/8"=1'-0"

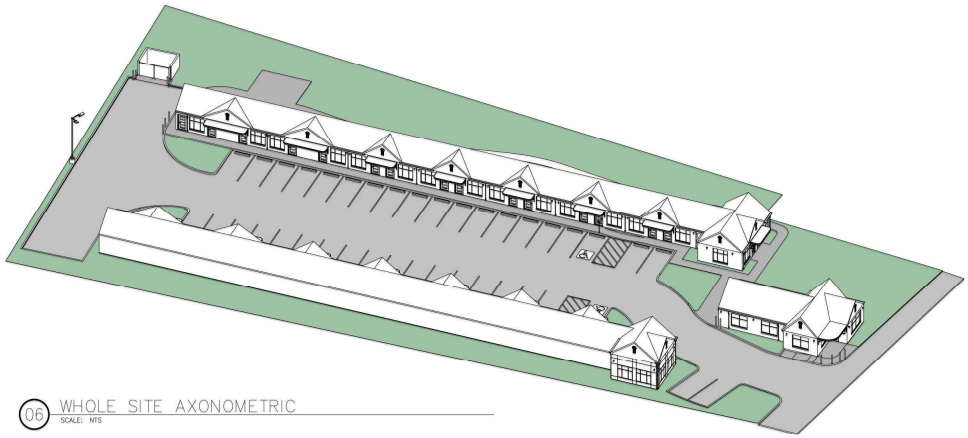
03 NEW EXERCISE / LAUNDRY ROOM ELEVATION
SCALE: 1/4"=1'-0"



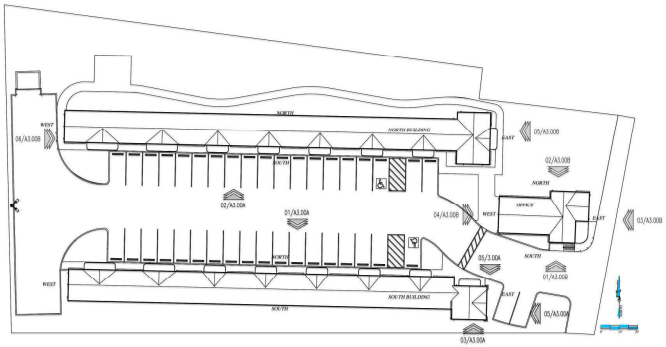
04 NEW EXERCISE / LAUNDRY ROOM STREET ELEVATION
SCALE: 1/4"=1'-0"



05 NEW EXERCISE / LAUNDRY ROOM ELEVATION
SCALE: 1/4"=1'-0"



06 WHOLE SITE AXONOMETRIC
SCALE: NTS



01 KEY PLAN
SCALE: NTS

REGISTERED ARCHITECT
RICHARD B. ATCHISON
STATE OF TEXAS

06-01-2025

KWA SERVICES LLC
1423 BUCKSNORT ROAD, VAN ALSTYNE, TX 75495
KWA_SERVICES_TEXAS@OUTLOOK.COM
817-389-1777 CELL

OWNER/DEVELOPER:
PRATAPBHAI PATEL,
3248 BUTTERCAP LANE
CAMARILLO, CA 93012
(661) 304-5412
CONTACT: PRATHAPBHAI PATEL

DATE SUBMITTED: 06-01-2025

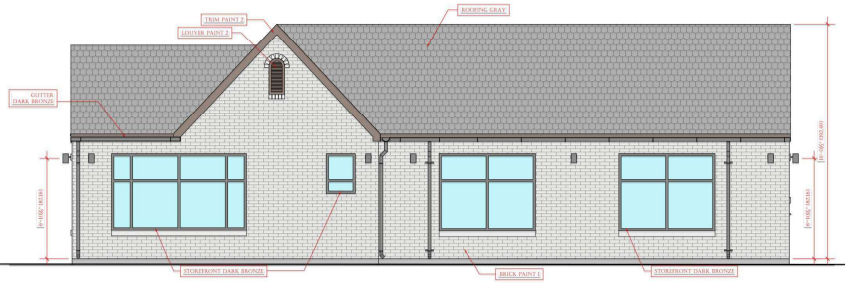
NO.	DESCRIPTION:	DATE
01		
02		

A3.00A

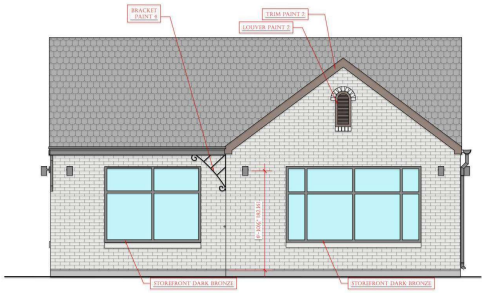
CROSSROADS INN MOTEL

2424 TEXOMA PARKWAY
SHERMAN, GRAYSON COUNTY
TEXAS

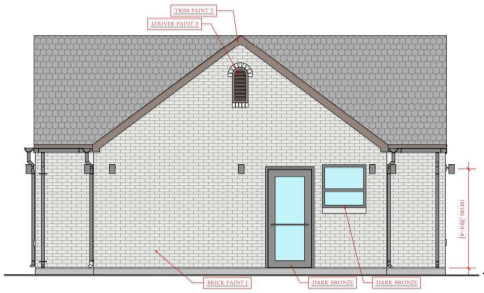
01 FRONT OFFICE SOUTH ELEVATION
SCALE: 1/4"=1'-0"



02 FRONT OFFICE NORTH ELEVATION
SCALE: 1/4"=1'-0"



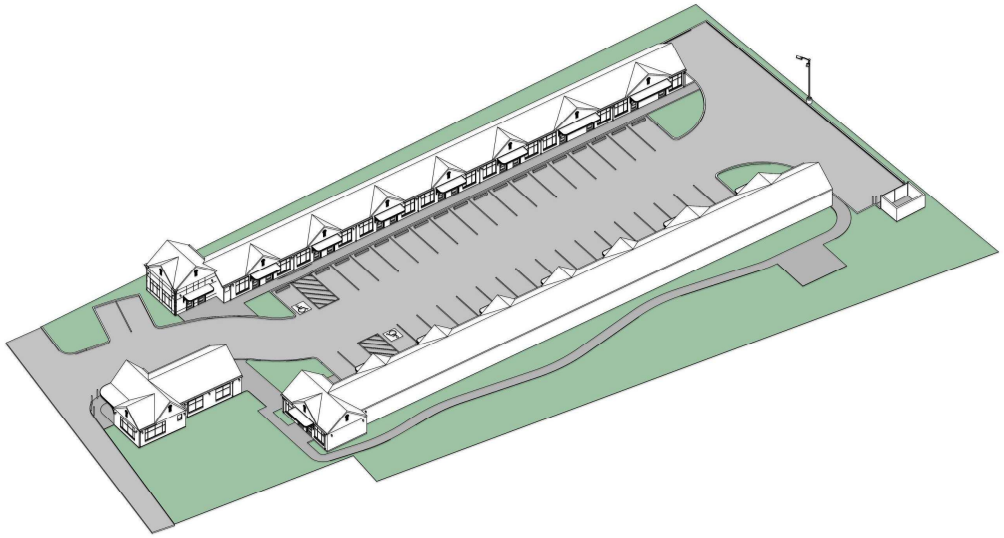
03 FRONT OFFICE EAST (STREET) ELEVATION
SCALE: 1/4"=1'-0"



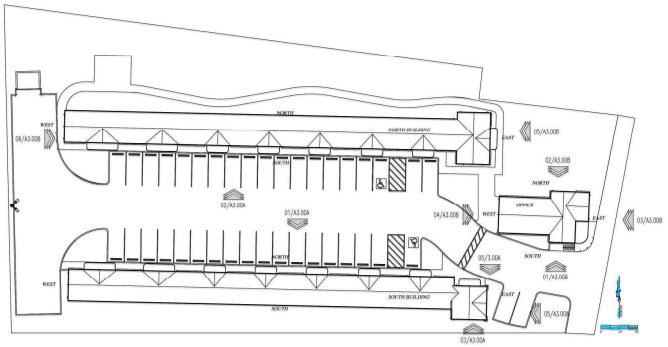
04 FRONT OFFICE WEST ELEVATION
SCALE: 1/4"=1'-0"

05 NORTH BUILDING EAST ELEVATION
SCALE: 1/4"=1'-0"

06 NORTH BUILDING REAR WEST ELEVATION
SCALE: 1/4"=1'-0"



07 WHOLE SITE AXONOMETRIC
SCALE: NTS



01 KEY PLAN
SCALE: NTS

REGISTERED ARCHITECT
RICHARD B. ATCHISON
STATE OF TEXAS

06-01-2025

KWA SERVICES LLC
1423 BUCKSNORT ROAD, VAN ALSTYNE, TX 75495
KWA_SERVICES_TEXAS@OUTLOOK.COM
817-389-1777 CELL

OWNER/DEVELOPER:
PRATAPBHAI PATEL,
3248 BUTTERCAP LANE
CAMARILLO, CA 93012
(661) 304-5412
CONTACT: PRATHAPBHAI PATEL

DATE SUBMITTED: 06-01-2025

NO.	DESCRIPTION:	DATE
01		
02		

A3.00B

CROSSROADS INN MOTEL

2424 TEXOMA PARKWAY
SHERMAN, GRAYSON COUNTY
TEXAS

EXTERIOR MATERIAL COLOR LEGEND:

EXTERIOR PAINT 1 - BRICK & STUCCO
SHERWIN WILLIAMS SW7063
NEBULOUS WHITE (RGB 222-223-220)

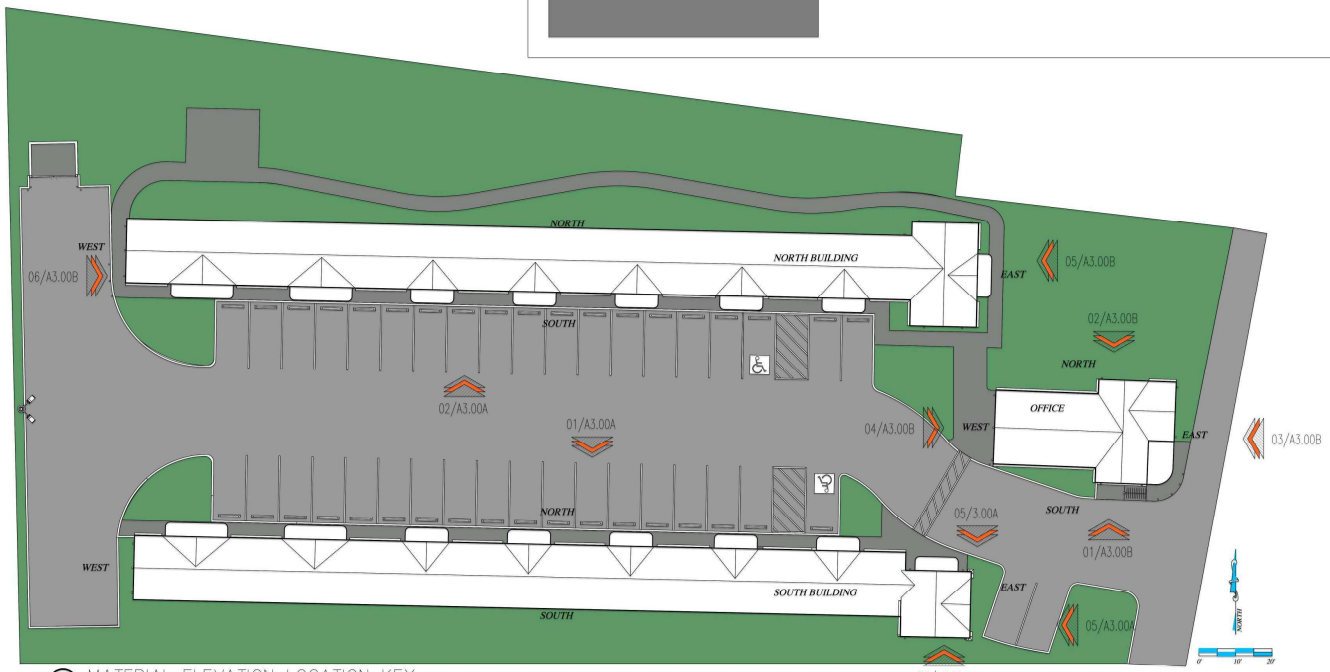
EXTERIOR PAINT 2 - TRIM AND SOFFIT
SHERWIN WILLIAMS SW 6069
FRENCH ROAST (RGB 79-52-38)

EXTERIOR PAINT 3 - DOORS AND DOOR TRIM
BEHR PPU13-01
CARIBE (RGB 20-125-135)

EXTERIOR PAINT 4 - METAL WORK, DOWNSPOUTS AND HARDWARE
SHERWIN WILLIAMS SW 7069
IRON ORE (RGB 67-67-65)

STOREFRONT WINDOWS - DARK BRONZE
LIGHT FIXTURES - DARK BRONZE
DOOR HARDWARE - DARK BRONZE

ROOFING - DRIFTWOOD GRAY 40 YEAR 3 TAB SHINGLE



01 MATERIAL ELEVATION LOCATION KEY
SCALE: 1/16"=1'-0"

REGISTERED ARCHITECT
RICHARD B. ATCHISON
STATE OF TEXAS
06-01-2025

KWA SERVICES LLC
1423 BUCKSNORT ROAD, VAN ALSTYNE, TX 75495
KWA_SERVICES_TEXAS@OUTLOOK.COM
817-389-1777 CELL

OWNER/DEVELOPER:
PRATAPBHAI PATEL,
3248 BUTTERCAP LANE
CAMARILLO, CA 93012
(661) 304-5412
CONTACT: PRATHAPBHAI PATEL

DATE SUBMITTED: 06-01-2025

NO.	DESCRIPTION:	DATE
01		
02		

A3.00C

Sherman
CLASSIC TOWN. BROAD HORIZON.

Recd: 11/7/22

October 31, 2022

[redacted]

Via Certified Mail, RRR
and First Class Mail

Certified Mail: 7022 0410 0001 4756 0195

NOTICE OF CODE VIOLATIONS

Dear Owner/Occupant,

This letter is being sent to you as the listed owner of the real property located at 2424 Texoma Parkway, Sherman, Texas, commonly known as the Crossroads Inn, according to the Real Property Records of Grayson County, Texas (the "Property").

It has come to the attention of the City of Sherman that the Crossroads Inn is operating without a Certification of Occupancy (CO) in violation of the City's Code of Ordinances and that there are other violations of the Zoning Ordinance occurring on the Property. For example, the Property is zoned C-2 (General Commercial) District. A hotel/motel is only permitted in a C-1 (Retail Business) District with a Specific Use Permit (SUP), and there is no record of the City Council granting a SUP on this Property. Moreover, it is the understanding of the City of Sherman that this Property is being used for permanent residential uses, and not for a hotel or motel use, in violation of the City Code. Furthermore, occupying permanent structures on the Property without first obtaining a CO constitutes a violation of the City Code. Accordingly, the City of Sherman hereby demands that you and all other entities and persons occupying and/or using the Property immediately cease all acts and omissions that are in violation of the City Code, including but not limited to, the acts described herein.

To operate the Property as a hotel/motel, the Property is required to come into conformance with the City Code for a hotel/motel by requesting a zone change from a C-2 to a C-1 district, together with a request for an SUP for a hotel/motel in a C-1 district. You will be required to submit all the relevant application materials necessary for a zone change/SUP request. If approved, you would then be permitted to apply for a CO for the use at that site.

If you choose not to go in the direction of a hotel/motel, and instead wish to operate the Property as a permanent residential use, you may consider requesting a zone change to the R-2 (multi-family) zoning district. You will be required to submit all the relevant application materials necessary for a zone change. If approved, you would be allowed to use the Property for permanent residential purposes; however, you will be required to bring all the units up to the then-current building code requirements for multi-family dwelling units.

You are required to respond to this notice by November 14, 2022 to advise how you intend to conform to the City Code and your proposed timeline to get into conformity. Should you fail to respond as required and/or the Code violations be permitted to continue on the Property, the City may begin issuing citations for each day such you or other persons continue to violate the City Code. Violation of the City Code constitutes a misdemeanor, and an entity or person convicted may be fined up to $2,000 for each offense. A violation of any provision of the Code shall constitute a separate violation for each calendar day in which it occurs. In addition, the City may bring a civil action for enforcement of the Code and seek the following relief: (i) an injunction; (ii) a civil penalty of up to $1,000.00 per day; (iii) the repair or demolition of structure(s) on the Property; (iv) an action in rem against the Property, meaning that the City will seek to foreclose on the Property to collect expenses associated with bringing the structure(s) and Property into compliance with the Code; and (v) any other relief to which the City may be entitled. *See* TEX. LOC. GOV'T CODE §§ 54.012, 54.016, 54.017, 54.018.

If you no longer own the Property, you must execute an affidavit, in the form acceptable to the City, stating, among other requirements to be included in a valid affidavit, that you no longer owns the Property, the name and address of the person(s) who acquired the Property from you and the document utilized to transfer ownership of the Property. The affidavit must be delivered in person or by certified mail, return receipt request, to my attention at City Hall, 220 W. Mulberry, no later than seven (7) days from the date of this letter. If no affidavit is submitted as provided herein, the City will move forward with the matters set forth herein with you as the apparent legal owner of the Property.

Nothing contained in this letter shall be deemed to be a waiver of any right, remedy or recourse available to the City as a result of your failure to comply with the Code, Zoning Ordinance and any other applicable statute or ordinance.

If additional information or clarification is needed, do not hesitate to contact me at 220 W. Mulberry or by phone 903-892-7229

Respectfully,

Rob Rae, AICP
Director of Development Services

Cc: Robby Hefton, City Manager
Ryan Pittman, City Attorney, Abernathy Roeder Boyd & Hullett, P.C.

Marlow, Lauren

From: Planning
To: Gary Wilson; Planning
Cc: Vickie Wilson; Renee Horstman
Subject: RE: Public Hearing for 2424 Texoma Pkwy

From: Gary Wilson
Sent: Monday, April 14, 2025 6:20 PM
To: Planning
Cc: Vickie Wilson; Renee Horstman
Subject: Re: Public Hearing for 2424 Texoma Pkwy

Hi Kerri. Thanks for meeting with me today. As I explained, we own Crossroads MH & RV Community at 2450 Texoma Pkwy, immediately to the west of this motel. We have homes that are immediately adjacent to the property line between our two properties. We would just like to make sure that whatever lighting is used, it won't be a nuisance to our residents.

Gary

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.2.

Meeting Date: 7/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6848

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Hotel or Motel in a C-1 (General Commercial) District, Located At 2424 Texoma Parkway, Consisting of 1.15 acres being in the Rueben Hendrix Survey, Abstract No. 504, City Of Sherman, Grayson County, Texas PHT Hospitality LLC, Pratapbhai R Patel (Owner) and S. Ephraim Osabutey Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 1.15 acres of land located at 2424 Texoma Parkway to Allow a Hotel Or Motel in a C-1 (Retail Business) District.

Background:

The property is located at 2424 Texoma Parkway between East Highway 82 and East Peyton Street. The owner is requesting a Zone Change to a C-1 (Retail Business) District with a Specific Use Permit for a Hotel.

This property has historically been the site of a motel. Through the Community Improvement Program, the location was closed due to its dilapidated condition and the fostering of a criminal element. This is a new owner who desires to renovate and reopen.

At the June 17, 2025 regular meeting, the Planning and Zoning Commission voted 5/1 to recommend to City Council that the Zone Change be approved.

The applicant has proposed the following changes to the existing site as demonstrated in the site plan and elevations:

- Expansion of the drive aisles to provide a minimum 24' fire lanes with a "hammerhead" turnaround for vehicles at the rear of the property.
- Closure of the 2nd driveway on the north side of the property facing Texoma Parkway.
- Removal of all freestanding signs.
- Improved amenities for hotel guests
- All buildings brought up to building code
- Refinishing of the exterior of the buildings, as demonstrated in the submitted elevations document.

Capital Improvement Program:

Origination:
PHT Hospitality LLC, Pratapbhai R Patel (Owner) and S. Ephraim Osabutey Surveying (Surveyor)

Financial Consideration:
None

Staff Recommendation:
Staff does not have a recommendation at this time.

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6848
2. Exhibit A - Survey and Legal Description
3. Exhibit B - Site Plan
4. Exhibit C - Building Elevations
5. Location Map
6. Zoning Map
7. Future Land Use Map
8. Property Notification Sign
9. Violation Letter
10. Letter of Concern

ORDINANCE NO. 6848

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW A HOTEL OR MOTEL IN A C-1 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 2424 TEXOMA PARKWAY, CONSISTING OF 1.15 ACRES BEING IN THE RUEBEN HENDRIX SURVEY, ABSTRACT NO. 504, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS PHT HOSPITALITY LLC, PRATAPBHAI R PATEL (OWNER) AND S. EPHRAIM OSABUTEY SURVEYING (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 2424 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Hotel or Motel, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property on **Exhibit A – Survey and Legal Description**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14 and Building Regulations of Chapter 3.

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal and must comply with current regulations. *(Code of Ordinances Chapter 3.02(c))*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
    a. Only one freestanding sign is permitted per platted lot. *(Sec. 14.07.009(3))*
        i. There are two freestanding signs placed on this lot.
            1. The sign that is located at the rear of the lot, near the northwest corner of the lot must be removed within 90 days of the Specific Use Permit (SUP) approval.
            2. The freestanding pylon sign at the front of the lot must be removed within 90 days of the Specific Use Permit (SUP) approval.
4. Permanent residents are not permitted. Any hotel guest may not stay longer than 30 days.
5. All uses within commercial zoning districts shall provide a screening device as an enclosure for garage and trash containers. Enclosure shall be constructed of masonry or similar durable material. *(Sec, 14.04.004(4))*
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
8. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
9. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

<u>Engineering</u>

12. Existing 1 story brick & frame building encroaches into TxDOT right of way. Encroachment Agreement or equivalent approved by TxDOT may be required prior to submitting the Final Plat for P&Z review.
13. Platting of the property is required prior to building permits being issued. *Code of Ordinances Chapter10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
14. Subject property does not direct access to City wastewater main. On-site sewage facility or extension of wastewater main by developer may be required prior to any additions being permitted. *Code of Ordinances Chapter 13, Sec. 13.07.282; 10.03.003(h); Grayson County Subdivision Regulations 4.4.1; 4.4.2*

15. New drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h); Engineering Design Standards Manual 2.5*

Fire Services"

Building is NOT equipped throughout with an approved automatic sprinkler system.

16. [ ] 503.1.1 Amended - Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Except for one- or two-family dwellings, the path of measurements shall be along a minimum ten foot (10') wide level (not exceeding 3 percent grade) and unobstructed pathway around the external walls of the structure. *(Located In City Ordinances Amendments)*

Building is NOT over 3 stories or 30' in height or 62,000 square feet in gross area.

17. [ ] 503.2.1 Amended - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'.
18. [ ] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 24 feet or approved by fire code official. *(Located In City Ordinances Amendments)*
19. [ ] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 24' wide fire lane. *(Located In City Ordinances Amendments)*

Other Codes That May Apply:

20. [ ] 503.7 Amended - Hose lay shall be measured from the centerline of the fire lane along an unobstructed and level path measuring 10 feet in width. *(Located In City Ordinances Amendments)*

Additional Conditions:

21. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
22. The property shall be developed and used in accordance with all City Ordinances and the Building Elevations shown in **Exhibit C.**
23. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than PHT Hospitality LLC, Pratapbhai R Patel is the owner or lessee of the Property.
24. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated,

rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of July 2025.

ADOPTED on this the 21st day of July 2025.

EFFECTIVE DATE on this the 21st day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS,
EXEC. DIR. OF ADMINISTRATION
ACTING CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

GRAPHIC SCALE

0 10 20 30 40 50

(IN FEET)

1 inch = 50 ft.

PROPERTY DESCRIPTION:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATED IN GRAYSON COUNTY, TEXAS, A PART OF THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504, ALSO BEING A PART OF A 3-ACRE TRACT OF LAND CONVEYED BY MARGIE M. PEYTON ET AL. TO T.R. NOWLIN BY DEED DATED SEPTEMBER 7, 1940, AND OF RECORD IN VOL. 414, AT PAGE 190, OF THE DEED RECORDS OF SAID COUNTY, A 3-ACRE TRACT OF LAND CONVEYED BY MARGIE M. PEYTON ET AL. TO T.R. NOWLIN BY DEED DATED NOVEMBER 25, 1941, AND OF RECORD IN VOL. 430, AT PAGE 616, OF SAID DEED RECORDS AND A 4-ACRE TRACT OF LAND CONVEYED BY ELIZABETH PEYTON SHELBY ET AL. TO T.R. NOWLIN BY DEED DATED SEPTEMBER 17, 1945, AND OF RECORD IN VOL. 480, AT PAGE 439, OF SAID DEED RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 75, SAID POINT BEING 2.0 FEET NORTH 29° 38' EAST FROM THE NORTH EDGE OF A BRICK FENCE AND 117.1 FEET NORTH 29° 38' EAST FROM THE SOUTHEAST CORNER OF SAID 3-ACRE TRACT FIRST ABOVE MENTIONED;

THENCE NORTH 72° 33' WEST, PARALLEL WITH AND APPROXIMATELY 2 FEET NORTH OF SAID BRICK FENCE, 302.5 FEET TO A 3/4" IRON ROD FOUND IN A CHAIN-LINK FENCE ON THE EAST LINE OF A 9.1-ACRE TRACT OF LAND CONVEYED BY T.R. NOWLIN ET UX. TO RAY D. WILSON ET UX. BY DEED DATED JUNE 1, 1969, AND OF RECORD IN VOLUME 1138, AT PAGE 305, OF THE AFORESAID DEED RECORDS;

THENCE NORTH 16° 15' EAST ALONG SAID FENCE AND SAID WILSON'S EAST LINE 179.5 FEET TO A POINT 0.2 FEET SOUTH 16° 15' WEST FROM A POINT FOR CORNER;

THENCE SOUTH 65° 50' 57" EAST A DISTANCE OF 206.01' (DEED CALLS SOUTH 66° 09' 00" EAST A DISTANCE OF 205.20 FEET), PARALLEL WITH AND APPROXIMATELY 0.2 FEET SOUTH OF THE SOUTH EDGE OF SAID CHAIN-LINK FENCE TO A 1/2" IRON ROD FOUND WITH YELLOW CAP FOR CORNER;

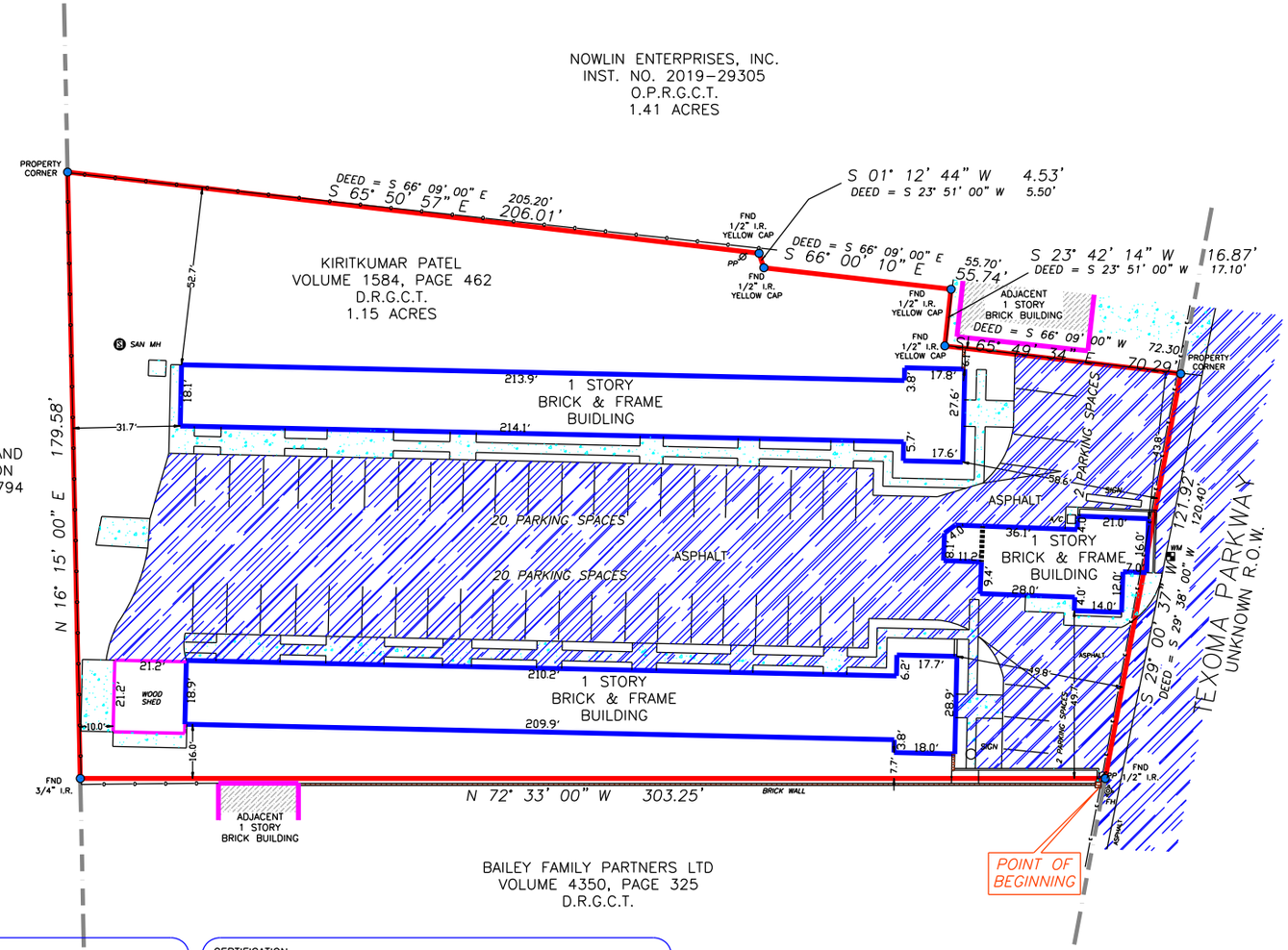
THENCE SOUTH 01° 12' 44" WEST A DISTANCE OF 4.53 FEET (DEED CALLS SOUTH 23° 51' 00" WEST A DISTANCE OF 5.50 FEET) TO A 1/2 IRON ROD FOUND WITH YELLOW CAP ALONG THE WEST EDGE OF SAID CONCRETE WALK;

THENCE SOUTH 66° 00' 10" EAST A DISTANCE OF 55.74 FEET (DEED CALLS DEED SOUTH 66° 09' 00" EAST 55.70 FEET) TO A 1/2" IRON ROD FOUND WITH A YELLOW CAP ALONG THE SOUTH EDGE OF SAID CONCRETE WALK AN INTERIOR CORNER OF SAID WALK;

THENCE SOUTH 23° 42' 14" WEST A DISTANCE OF 16.87 FEET (DEED CALLS SOUTH 23° 51' 00" WEST A DISTANCE OF 17.10 FEET) TO A 1/2" IRON ROD FOUND WITH YELLOW CAP AT A CORNER OF SAID WALK;

THENCE SOUTH 65° 49' 34" EAST A DISTANCE OF 70.29 FEET (DEED CALLS SOUTH 66° 09' 00" EAST A DISTANCE OF 72.30 FEET) ALONG THE SOUTH EDGE OF SAID WALK, PASSING THE END OF SAID WALK AT 39.0 FEET, IN ALL A DISTANCE OF 72.3 FEET TO A POINT FOR CORNER IN THE WEST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 75;

THENCE SOUTH 29° 00' 37" WEST A DISTANCE OF 121.92 FEET (DEED CALLS SOUTH 29° 38' 00" WEST A DISTANCE OF 120.40 FEET) WITH SAID RIGHT-OF-WAY LINE TO THE PLACE OF BEGINNING, CONTAINING 1.15 ACRES OF LAND, MORE OR LESS.



BOUNDARY SURVEY OF

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATED IN GRAYSON COUNTY, TEXAS, A PART OF THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504, ALSO BEING A PART OF A 3-ACRE TRACT OF LAND CONVEYED BY MARGIE M. PEYTON ET AL. TO T.R. NOWLIN BY DEED DATED SEPTEMBER 7, 1940, AND OF RECORD IN VOL. 414, AT PAGE 190, OF THE DEED RECORDS OF SAID COUNTY, A 3-ACRE TRACT OF LAND CONVEYED BY MARGIE M. PEYTON ET AL. TO T.R. NOWLIN BY DEED DATED NOVEMBER 25, 1941, AND OF RECORD IN VOL. 430, AT PAGE 616, OF SAID DEED RECORDS AND A 4-ACRE TRACT OF LAND CONVEYED BY ELIZABETH PEYTON SHELBY ET AL. TO T.R. NOWLIN BY DEED DATED SEPTEMBER 17, 1945, AND OF RECORD IN VOL. 480, AT PAGE 439, OF SAID DEED RECORDS, TEXAS.

Seth Ephraim Osabutey
RPLSGEODESIST@GMAIL.COM

F.I.R.M. NO. 48181C PANEL 0290 G
REVISED DATE: 09/01/22 ZONE "X"

FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS. THE INFORMATION SHOULD BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.I.R.M.'S ACCURACY.

SURVEYED FOR: TJLT ENTERPRISES LLC

ADDRESS: 2424 TEXOMA PARKWAY, SHERMAN, TEXAS 75090

TITLE CO: KANE TITLE

GF. NO: 2023101894HW

G.F. EFFECTIVE DATE: OCTOBER 15, 2023

JOB NO.: 2023-075

CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY SHOWING ANY IMPROVEMENTS, FROM LEGAL DESCRIPTIONS SUPPLIED BY CLIENT. THIS SURVEY IS ONLY CERTIFIED FOR BOUNDARY AND THIS TRANSACTION ONLY. SURVEYOR DID NOT ABSTRACT PROPERTY. EASEMENTS, BUILDING LINES, ETC. SHOWN ARE AS IDENTIFIED BY THE TITLE COMMITMENT.

STATE OF TEXAS
REGISTERED
S EPHRAIM OSABUTEY
6063
LICENSED
LAND SURVEYOR

11/12/2023

S EPHRAIM OSABUTEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6063

NOTES:

1. BEARINGS BASED ON PLAT.

2. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE CURRENT PARTIES AND THAT NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.

3. EASEMENTS AND BUILDING LINES PER RECORDED PLAT.

4. EASEMENT: RIGHT OF WAY FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE RECORDED: MAY 31, 1951 IN VOLUME 652, PAGE 414, OF THE DEED RECORDS, GRAYSON COUNTY, TEXAS.

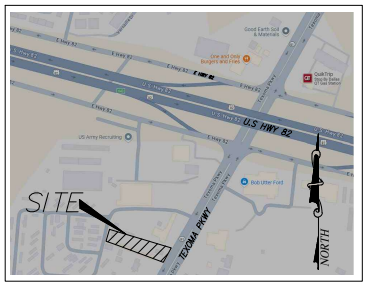
5. EASEMENT: RIGHT OF WAY FOR AN ELECTRIC DISTRIBUTION LINE RECORDED: AUGUST 18, 1955 IN VOLUME 815, PAGE 529, OF THE DEED RECORDS, GRAYSON COUNTY, TEXAS.

6. EASEMENT: SEWER, WATER AND GAS LINES RECORDED: JULY 13, 1970 IN VOLUME 1165, PAGE 234, OF THE DEED RECORDS, GRAYSON COUNTY, TEXAS.

7. TERMS AND CONDITIONS CONTAINED IN DEED RECORDED ON SEPTEMBER 16, 1940, IN VOLUME 414, PAGE 190, DEED RECORDS OF GRAYSON COUNTY, TEXAS.

8. SUBJECT PROPERTY ABUTS A NON-ACCESS OR A LIMITED-ACCESS ROAD, HIGHWAY OR FREEWAY. THIS COMPANY DOES NOT INSURE THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID ROAD, HIGHWAY OR FREEWAY, AND ASSUMES NO LIABILITY IN CONNECTION THEREWITH.

EXHIBIT B



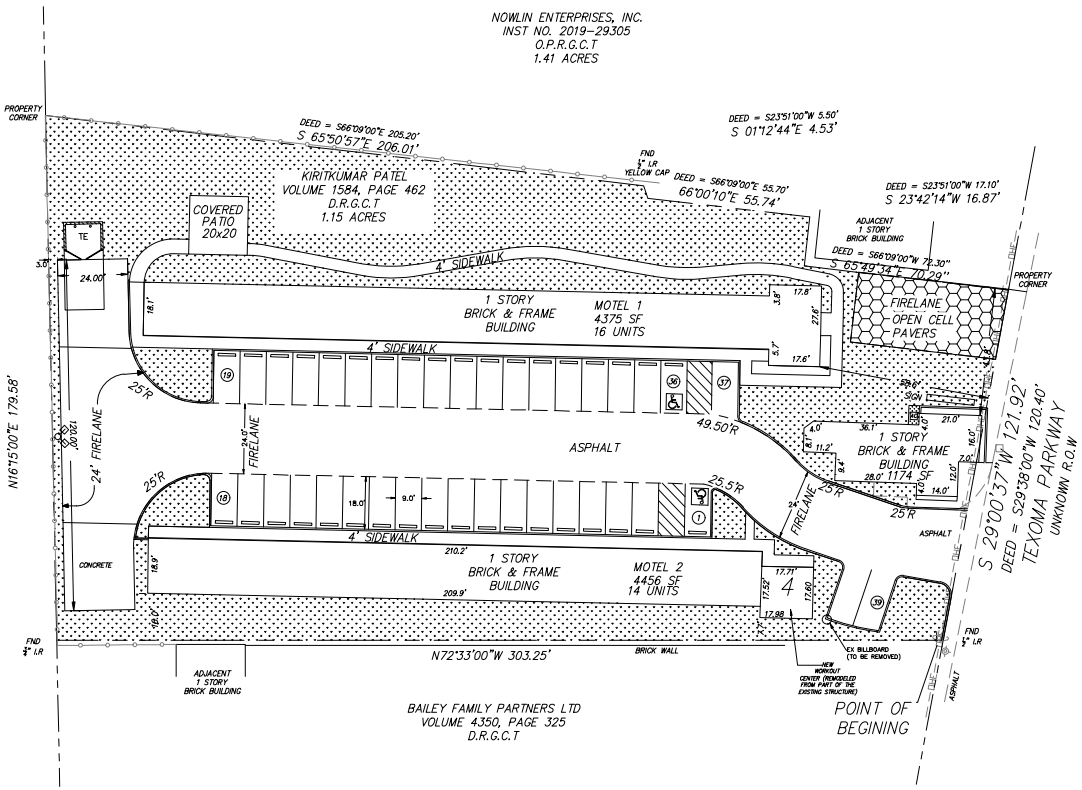
VICINITY MAP

SITE DATA FOR MOTEL

LOT AREA	50,094 SF; 1.15AC
BUILDING AREA	1174 SF OFFICE 4375 SF MOTEL 1 (16 UNITS) 4456 SF MOTEL 2 (16 UNITS) 313 SF LAUNDRY AND WORKOUT CENTER
FLOOR AREA RATIO TOTAL IMPERVIOUS AREA	0.206 33,762 SF (67.39% COVERAGE)
LANDSCAPED AREA	16,331 SF (32.60% COVERAGE)
AREA WITHIN FLOODPLAIN	0 SF
EXISTING ZONING	C-2
PROPOSED USAGE	MOTEL
REQUIRED PARKING	1 PS PER UNIT (30 UNITS) 1 PS PER 400SF OFFICE AREA (1174SF) TOTAL: 33 PS
PROVIDED PARKING	39 (INCLUDING 2 HANDICAPPED)
EXTERIOR MATERIALS:	BRICK

NORTH

0 10 20 30 40
GRAPHIC SCALE IN FEET
SCALE: 1"=20'



PROPOSED IMPROVEMENTS:

Site:

1) FRONT ENTRY IS GOING TO BE REWORKED TO HAVE A SINGLE 24' WIDE FIRE LANE ENTRY WITH THE REMAINING AREA TO BE LANDSCAPED.
2) ON THE FAR NORTH SIDE OF THE SITE WE ARE SHOWNING A FIRE LANE WITH OPEN CELL PAVERS. PAVERS WILL SUPPORT THE FIRE TRUCK 80,000 LB BUT GRASS CAN AND WILL GROW THROUGH THE CELLS. SEE ATTACHMENT FOR A PICTURE OF AN EXISTING FIRE LANE WITH THE OPEN CELL PAVERS.
3) NEW COVERED PATIO WILL BE INSTALLED IN GREEN SPACE ON NORTH SIDE.
4) GREEN SPACE WILL BE LEFT AS A FLEX SPACE WHERE GUESTS CAN CHECK OUT AND PLAY GAMES LIKE CORNHOLE, ETC.
5) WEST (REAR) FENCE WILL BE LEFT INTACT GIVEN THE LARGE AMOUNT OF TREE VEGETATION THAT EXISTS. CURRENT VEGETATION PROVIDED BETTER SCREENING AND PRIVACY THAN NEW FENCE.
6) APPLICANT WILL BE INSTALLING A WROUGHT IRON STYLE FENCE AT THE FRONT CORNER OF EACH MOTEL TO ENCLOSE THE REAR AND SIDES OF THE PROPERTY FROM GENERAL PUBLIC ACCESS. A GATE WILL BE INSTALLED AT THE SIDEWALK (NORTHEAST CORNER OF MOTEL) A GUEST ACCESSIBLE LOCK.
7) ALL SIDEWALKS WILL BE REMOVED AND REPLACED.
8) EXISTING ASPHALT WILL BE MILLED AND NEW OVERLAY INSTALLED.
9) NEW ASPHALT PAVING WILL BE INSTALLED TO COMPLETE THE PAVING PLAN AS SHOWN FOR FIRE ACCESS.
10) PARKING LOT WILL BE RESTRIPED.
11) NEW TRASH ENCLOSURE WILL BE BUILT.
12) NEW SITE LIGHTING WILL BE INSTALLED.
13) EXISTING HIGHWAY STYLE BILLBOARD SIGN WILL BE REMOVED.
14) EXISTING PYLON SIGNS WILL BE REMOVED.
15) NEW MONUMENT SIGN WILL BE INSTALLED AND FACILITY REBRANDED.
16) SOUTHERN MOTEL WILL BE PARTIALLY DEMOLISHED TO ALLOW FOR FIRE LANE TO BE INSTALLED. REMAINING ROOM WILL BE REMODELED AND UTILIZED AS A FITNESS CENTER FOR GUESTS TO UTILIZE.
17) LANDSCAPING UPDATED

MOTEL FACADE AND ROOM CHANGES. (SEE MATERIAL BOARDS AND ELEVATIONS)

1) NEW PAINT SCHEME.(EXTERIOR AND INTERIOR)
2) NEW EXTERIOR DOORS
3) NEW EXTERIOR LIGHT FIXTURES
4) NEW ENERGY EFFICIENT SOLAR BAN WINDOWS.
5) NEW RESTROOMS WITH HIGH END FINISHES.
6) NEW ROOM TILES
7) ALL NEW FURNITURE AND WINDOW COVERINGS.
8) ELECTRICAL REWORKED
9) NEW INTERIOR LIGHT FIXTURES.
10) FACILITY BROUGHT UP TO ENERGY CODE STANDARDS.

OWNER/DEVELOPER:
PRATAPBHAI PATEL,
3248 BUTTERCAP LANE
CAMARILLO, CA 93012
(661) 304-5412
CONTACT: PRATHAPBHAI PATEL

DATE SUBMITTED: 04-08-2025

DCG ENGINEERING
1668 Keller Parkway, Suite 100
Keller, Tx 76248
Phone: (817) 874-2941 or (817) 201-4477
www.dcgengineering.com
Engineering Firm Registration Number F-21947

JOB NO. 1136.01

CONTRACT DATE:	--
BUILDING TYPE:	MOTEL
PLAN VERSION:	--
SITE NUMBER:	XXXXXX
STORE NUMBER:	XXXXXX

2424 Texoma Pkwy
SHERMAN
TEXAS-75090

PLOT DATE:

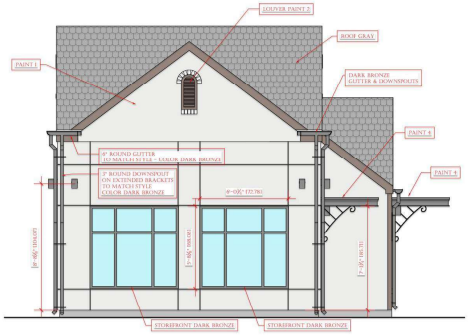
Exhibit C

CROSSROADS INN MOTEL
2424 TEXOMA PARKWAY
SHERMAN, GRAYSON COUNTY
TEXAS

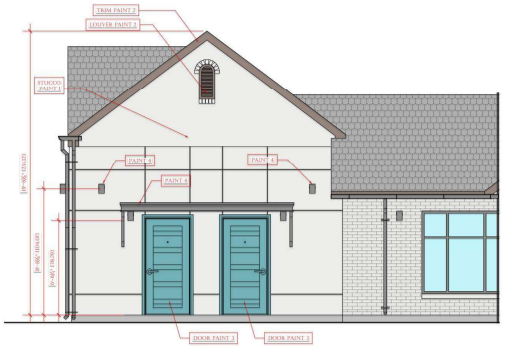
01 BUILDING SOUTH FULL ELEVATION
SCALE: 1/8"=1'-0"

02 BUILDING NORTH FULL ELEVATION
SCALE: 1/8"=1'-0"

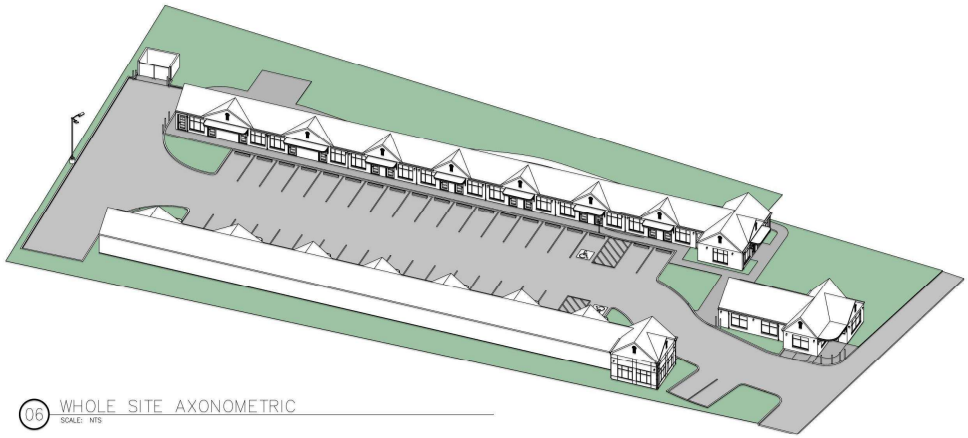
03 NEW EXERCISE / LAUNDRY ROOM ELEVATION
SCALE: 1/4"=1'-0"



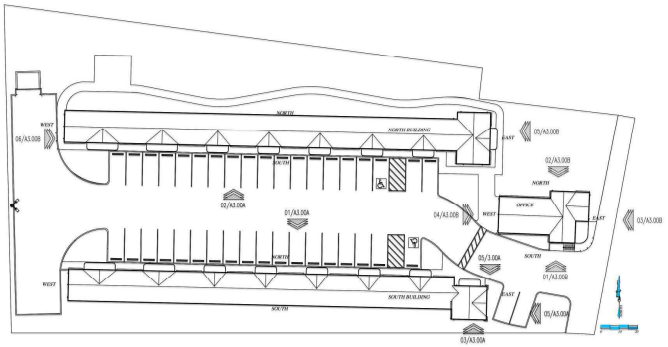
04 NEW EXERCISE / LAUNDRY ROOM STREET ELEVATION
SCALE: 1/4"=1'-0"



05 NEW EXERCISE / LAUNDRY ROOM ELEVATION
SCALE: 1/4"=1'-0"



06 WHOLE SITE AXONOMETRIC
SCALE: NTS



01 KEY PLAN
SCALE: NTS

REGISTERED ARCHITECT
RICHARD B. ATCHISON
STATE OF TEXAS
06-01-2025

KWA SERVICES LLC
1423 BUCKSNORT ROAD, VAN ALSTYNE, TX 75495
KWA_SERVICES_TEXAS@OUTLOOK.COM
817-389-1777 CELL

OWNER/DEVELOPER:
PRATAPBHAI PATEL,
3248 BUTTERCAP LANE
CAMARILLO, CA 93012
(661) 304-5412
CONTACT: PRATHAPBHAI PATEL

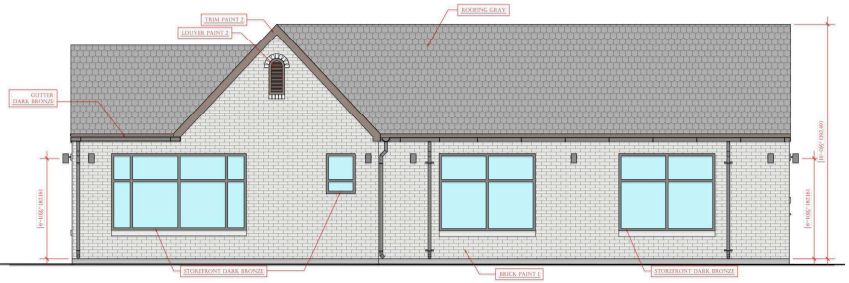
DATE SUBMITTED: 06-01-2025

NO.	DESCRIPTION:	DATE
01		
02		

A3.00A

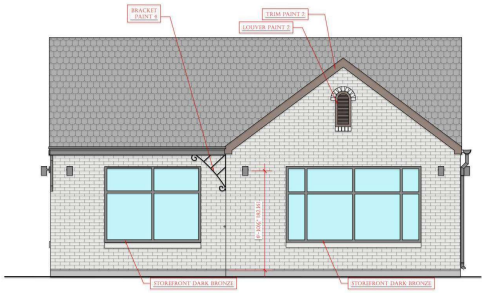
Exhibit C

01 FRONT OFFICE SOUTH ELEVATION
SCALE: 1/4"=1'-0"

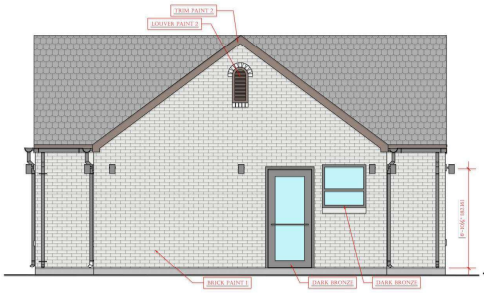


02 FRONT OFFICE NORTH ELEVATION
SCALE: 1/4"=1'-0"

CROSSROADS INN MOTEL
2424 TEXOMA PARKWAY
SHERMAN, GRAYSON COUNTY
TEXAS



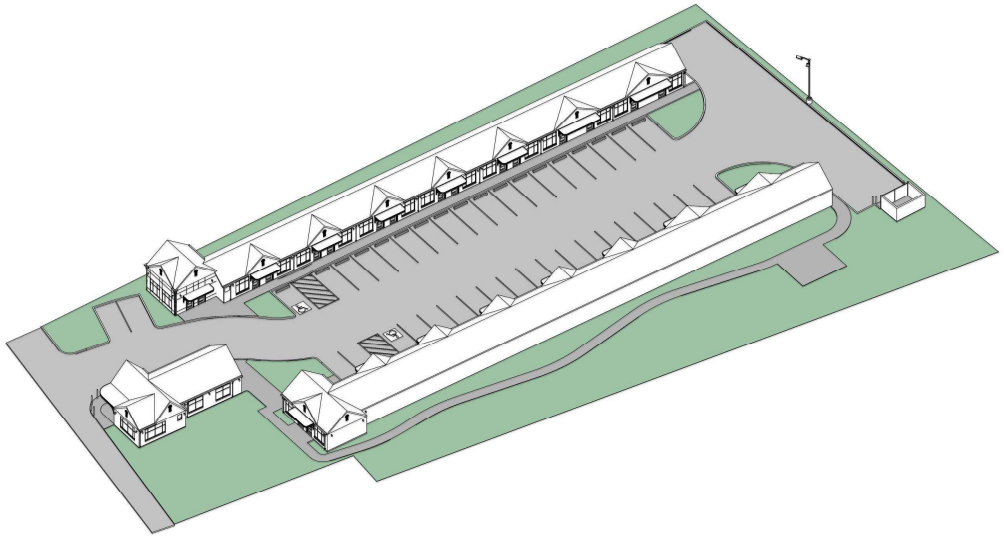
03 FRONT OFFICE EAST (STREET) ELEVATION
SCALE: 1/4"=1'-0"



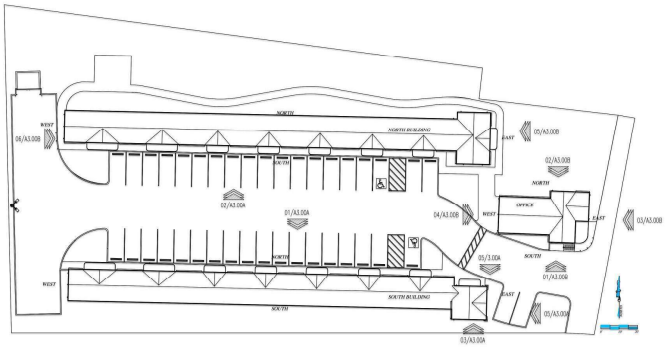
04 FRONT OFFICE WEST ELEVATION
SCALE: 1/4"=1'-0"

05 NORTH BUILDING EAST ELEVATION
SCALE: 1/4"=1'-0"

06 NORTH BUILDING REAR WEST ELEVATION
SCALE: 1/4"=1'-0"



07 WHOLE SITE AXONOMETRIC
SCALE: NTS



01 KEY PLAN
SCALE: NTS

REGISTERED ARCHITECT
RICHARD B. ATCHISON
STATE OF TEXAS
06-01-2025

KWA SERVICES LLC
1423 BUCKSNORT ROAD, VAN ALSTYNE, TX 75495
KWA_SERVICES_TEXAS@OUTLOOK.COM
817-389-1777 CELL

OWNER/DEVELOPER:
PRATAPBHAI PATEL,
3248 BUTTERCAP LANE
CAMARILLO, CA 93012
(661) 304-5412
CONTACT: PRATHAPBHAI PATEL

DATE SUBMITTED: 06-01-2025

NO.	DESCRIPTION:	DATE
01		
02		

A3.00B

Exhibit C

CROSSROADS INN MOTEL
2424 TEXOMA PARKWAY
SHERMAN, GRAYSON COUNTY
TEXAS

EXTERIOR MATERIAL COLOR LEGEND:

EXTERIOR PAINT 1 - BRICK & STUCCO
SHERWIN WILLIAMS SW7063
NEBULOUS WHITE (RGB 222-223-220)

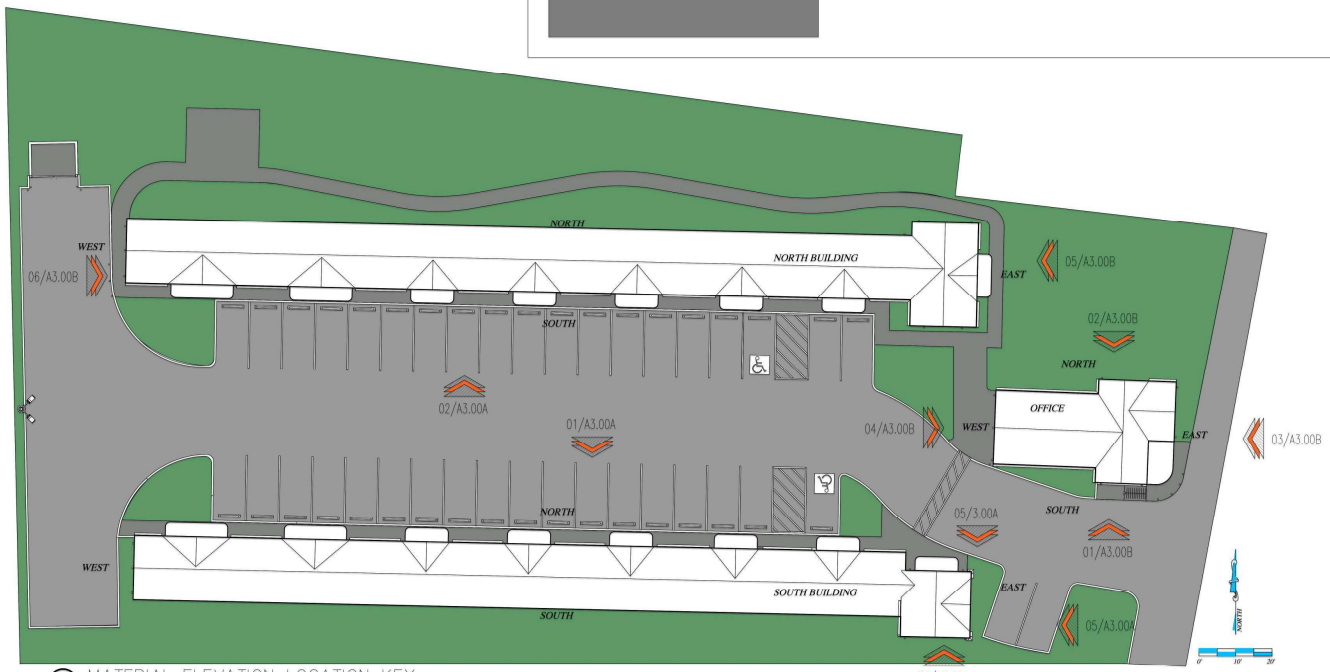
EXTERIOR PAINT 2 - TRIM AND SOFFIT
SHERWIN WILLIAMS SW 6069
FRENCH ROAST (RGB 79-52-38)

EXTERIOR PAINT 3 - DOORS AND DOOR TRIM
BEHR PPU13-01
CARIBE (RGB 20-125-135)

EXTERIOR PAINT 4 - METAL WORK, DOWNSPOUTS AND HARDWARE
SHERWIN WILLIAMS SW 7069
IRON ORE (RGB 67-67-65)

STOREFRONT WINDOWS - DARK BRONZE
LIGHT FIXTURES - DARK BRONZE
DOOR HARDWARE - DARK BRONZE

ROOFING - DRIFTWOOD GRAY 40 YEAR 3 TAB SHINGLE



01 MATERIAL ELEVATION LOCATION KEY
SCALE: 1/16"=1'-0"

REGISTERED ARCHITECT
RICHARD B. ATCHISON
STATE OF TEXAS
06-01-2025

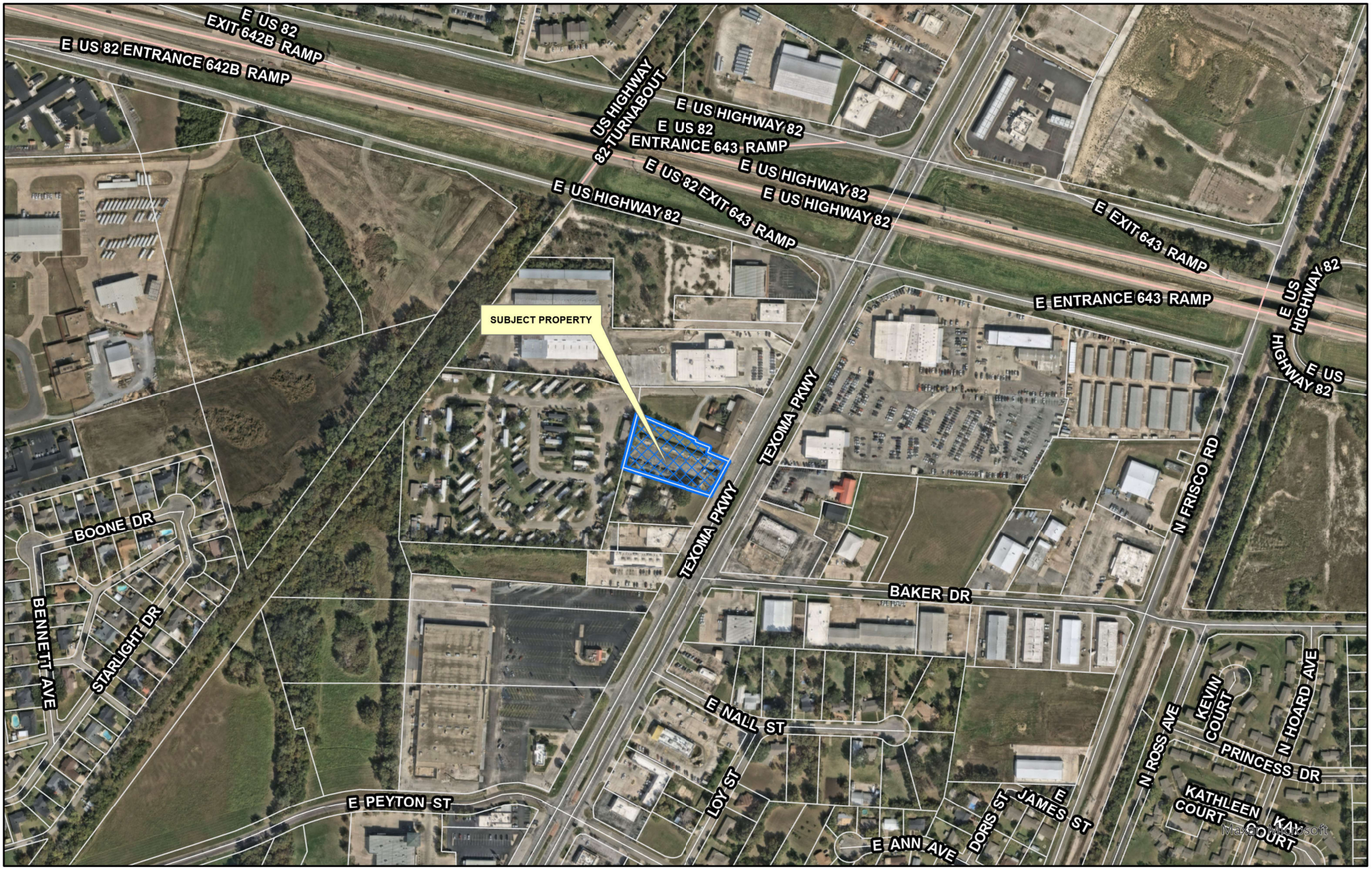
KWA SERVICES LLC
1423 BUCKSNORT ROAD, VAN ALSTYNE, TX 75495
KWA_SERVICES_TEXAS@OUTLOOK.COM
817-389-1777 CELL

OWNER/DEVELOPER:
PRATAPBHAI PATEL,
3248 BUTTERCAP LANE
CAMARILLO, CA 93012
(661) 304-5412
CONTACT: PRATHAPBHAI PATEL

DATE SUBMITTED: 06-01-2025

NO.	DESCRIPTION:	DATE
01		
02		

A3.00C



diagrone H:\PLANNING\Public Notification KT.aprx

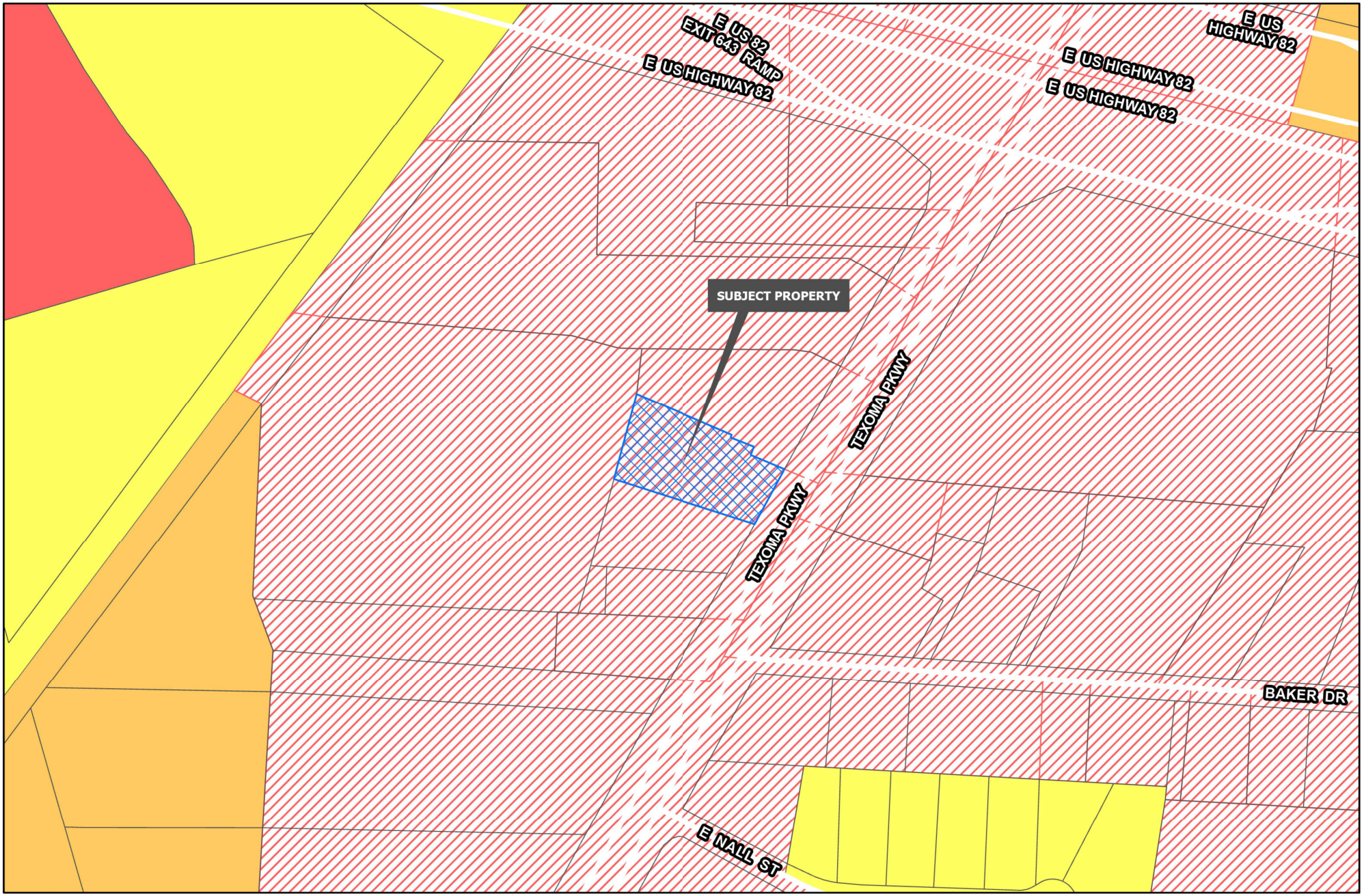
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2424 TEXOMA PKWY

N
W E
S

Date: 2/25/2025 1:32 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

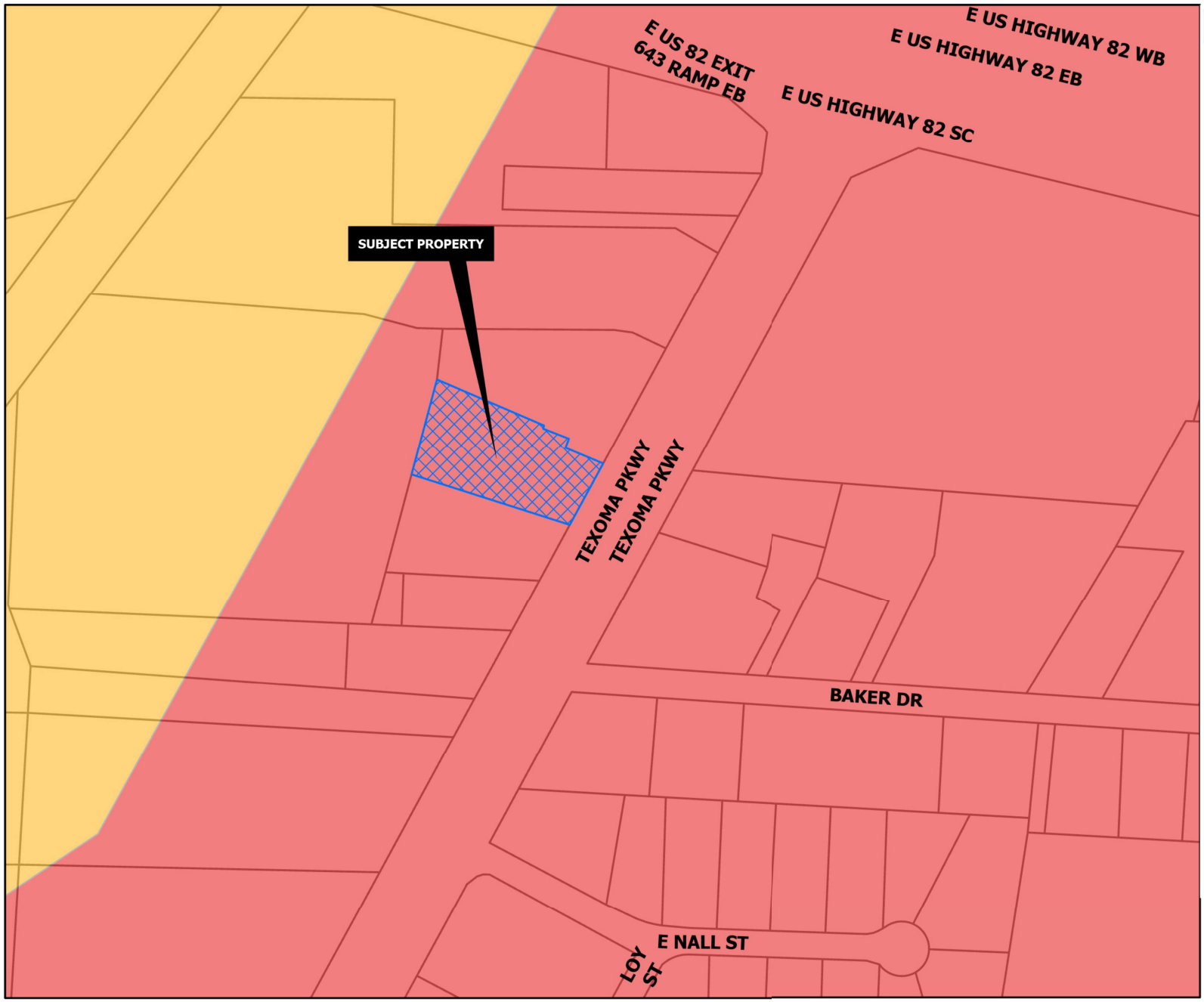
Development Services
Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
2424 TEXOMA PKWY

N
W E
S

Date: 2/25/2025 1:32 PM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
2424 TEXOMA PKWY

N
W E
S

Date: 2/25/2025 1:32 PM

From:	Pratap Patel
To:	Christmas, Eva
Cc:	Planning; Rae, Rob;
Subject:	Re: Zone Changing Request - 2424 Texoma Parkway - CROSSROADS Inn
Sent:	3/3/2025 4:25:44 PM

EXTERNAL EMAIL: -- Avoid clicking on links or files -- Be safe!

Attached pic !

Thanks
Prat

On Mar 3, 2025, at 9:01 AM, Christmas, Eva <evac@cityofsherman.com> wrote:

The Property Notification Signs are available to be picked up in our office and will need to be posted by 5:00 P.M. - Tuesday March 4, 2025.
You will need to send a picture with the time and date stamped on it.

Please see the sign placement, proof of posting and removal criteria on the attachment.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Recd: 11/7/22

October 31, 2022

[redacted]

Via Certified Mail, RRR
and First Class Mail

Certified Mail: 7022 0410 0001 4756 0195

NOTICE OF CODE VIOLATIONS

Dear Owner/Occupant,

This letter is being sent to you as the listed owner of the real property located at 2424 Texoma Parkway, Sherman, Texas, commonly known as the Crossroads Inn, according to the Real Property Records of Grayson County, Texas (the "Property").

It has come to the attention of the City of Sherman that the Crossroads Inn is operating without a Certification of Occupancy (CO) in violation of the City's Code of Ordinances and that there are other violations of the Zoning Ordinance occurring on the Property. For example, the Property is zoned C-2 (General Commercial) District. A hotel/motel is only permitted in a C-1 (Retail Business) District with a Specific Use Permit (SUP), and there is no record of the City Council granting a SUP on this Property. Moreover, it is the understanding of the City of Sherman that this Property is being used for permanent residential uses, and not for a hotel or motel use, in violation of the City Code. Furthermore, occupying permanent structures on the Property without first obtaining a CO constitutes a violation of the City Code. Accordingly, the City of Sherman hereby demands that you and all other entities and persons occupying and/or using the Property immediately cease all acts and omissions that are in violation of the City Code, including but not limited to, the acts described herein.

To operate the Property as a hotel/motel, the Property is required to come into conformance with the City Code for a hotel/motel by requesting a zone change from a C-2 to a C-1 district, together with a request for an SUP for a hotel/motel in a C-1 district. You will be required to submit all the relevant application materials necessary for a zone change/SUP request. If approved, you would then be permitted to apply for a CO for the use at that site.

If you choose not to go in the direction of a hotel/motel, and instead wish to operate the Property as a permanent residential use, you may consider requesting a zone change to the R-2 (multi-family) zoning district. You will be required to submit all the relevant application materials necessary for a zone change. If approved, you would be allowed to use the Property for permanent residential purposes; however, you will be required to bring all the units up to the then-current building code requirements for multi-family dwelling units.

You are required to respond to this notice by November 14, 2022 to advise how you intend to conform to the City Code and your proposed timeline to get into conformity. Should you fail to respond as required and/or the Code violations be permitted to continue on the Property, the City may begin issuing citations for each day such you or other persons continue to violate the City Code. Violation of the City Code constitutes a misdemeanor, and an entity or person convicted may be fined up to $2,000 for each offense. A violation of any provision of the Code shall constitute a separate violation for each calendar day in which it occurs. In addition, the City may bring a civil action for enforcement of the Code and seek the following relief: (i) an injunction; (ii) a civil penalty of up to $1,000.00 per day; (iii) the repair or demolition of structure(s) on the Property; (iv) an action in rem against the Property, meaning that the City will seek to foreclose on the Property to collect expenses associated with bringing the structure(s) and Property into compliance with the Code; and (v) any other relief to which the City may be entitled. *See* TEX. LOC. GOV'T CODE §§ 54.012, 54.016, 54.017, 54.018.

If you no longer own the Property, you must execute an affidavit, in the form acceptable to the City, stating, among other requirements to be included in a valid affidavit, that you no longer owns the Property, the name and address of the person(s) who acquired the Property from you and the document utilized to transfer ownership of the Property. The affidavit must be delivered in person or by certified mail, return receipt request, to my attention at City Hall, 220 W. Mulberry, no later than seven (7) days from the date of this letter. If no affidavit is submitted as provided herein, the City will move forward with the matters set forth herein with you as the apparent legal owner of the Property.

Nothing contained in this letter shall be deemed to be a waiver of any right, remedy or recourse available to the City as a result of your failure to comply with the Code, Zoning Ordinance and any other applicable statute or ordinance.

If additional information or clarification is needed, do not hesitate to contact me at 220 W. Mulberry or by phone 903-892-7229

Respectfully,

Rob Rae, AICP
Director of Development Services

Cc: Robby Hefton, City Manager
Ryan Pittman, City Attorney, Abernathy Roeder Boyd & Hullett, P.C.

Marlow, Lauren

From: Planning
To: Gary Wilson; Planning
Cc: Vickie Wilson; Renee Horstman
Subject: RE: Public Hearing for 2424 Texoma Pkwy

From: Gary Wilson
Sent: Monday, April 14, 2025 6:20 PM
To: Planning
Cc: Vickie Wilson; Renee Horstman
Subject: Re: Public Hearing for 2424 Texoma Pkwy

Hi Kerri. Thanks for meeting with me today. As I explained, we own Crossroads MH & RV Community at 2450 Texoma Pkwy, immediately to the west of this motel. We have homes that are immediately adjacent to the property line between our two properties. We would just like to make sure that whatever lighting is used, it won't be a nuisance to our residents.

Gary

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.3.

Meeting Date: 7/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6849

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To allow automobile, motorcycle, boat, or trailer sales, new or used in a C-2 (General Commercial) District, Located at 4505 and 4511 Texoma Parkway, Consisting of 2.621 acres being Lot 1, Block 1 of Texoma Center Addition, City Of Sherman, Grayson County, Texas Kurt Himmelreich (Owner), Daniel Hinson (Representative) and Copley Land Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 2.621 acres of land located at 4505 and 4511 Texoma Parkway to allow automobile, motorcycle, boat, or trailer sales, new or used in a C-2 (General Commercial) District.

Background:

The property is located at 4505 and 4511 Texoma Parkway between Hilltop Drive and Lindley Drive. The owner is requesting a Specific Use Permit to allow Automobile, motorcycle, boat, or trailer sales, new or used in a C-2 (General Commercial) District.

The applicant is seeking a Specific Use Permit to allow to sell boats and trailers. All inventory will be stored inside the 5000 square foot building identified on the site plan. Nothing will be stored outside of the garage.

At the June 17, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

The following has been approved for this location:

4500-4700 Block Texoma Parkway:

- 3/12/1974 - Zone Change from a R-1 (One Family Residential) District to C-2 (General Commercial) District

4505 Texoma Parkway:

- 6/22/2010 – Exception to increase the face area of an existing nonconforming freestanding sign from 51.23 sq ft to 93.42 sq ft in a C-2 (General Commercial) District.

Capital Improvement Program:

Origination:
Kurt Himmelreich (Owner), Daniel Hinson (Representative) and Copley Land Surveying (Surveyor)

Financial Consideration:
None

Staff Recommendation:
Staff has no objection to the approval of the Specific Use Permit.

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6849
2. Exhibit A - Survey and Legal Description
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Narrative
9. Elevations

ORDINANCE NO. 6849

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE, MOTORCYCLE, BOAT, OR TRAILER SALES, NEW OR USED IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4505 AND 4511 TEXOMA PARKWAY, CONSISTING OF 2.621 ACRES BEING LOT 1, BLOCK 1 OF TEXOMA CENTER ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS KURT HIMMELREICH (OWNER), DANIEL HINSON (REPRESENTATIVE) AND COPLEY LAND SURVEYING (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this Specific Use Permit, subject to certain conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 4505 and 4511 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Automobile, motorcycle, boat, or trailer sales, new or used, subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property as described as **Exhibit A – Survey and Legal Description**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3.02(c))*
3. The use of the property must comply with all Federal and State Laws and regulations and with all the ordinances, rules and regulations of the City of Sherman.
4. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
5. The property must be properly maintained in a state of good repair and neat appearance.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission

Additional Conditions:

10. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B**.
11. The use is limited to the sale of boats and trailers at the location specified in **Exhibit B**.
12. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Daniel Hinson is the owner or lessee of the Property.

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 4. That after holding a properly noticed public hearing, the City Council may amend, change, or rescind the Specific Use Permit if any of the conditions set forth in Zoning Ordinance/Code of Ordinances Chapter 14, Section 14.06.009(1)(g), apply or exist.

SECTION 5. That the Specific Use Permit shall be effective from and after the effective date of this Ordinance. Upon termination of the Specific Use Permit, the property shall cease to be used as provided herein unless another Specific Use Permit or appropriate zoning has been obtained.

SECTION 6. That it shall be unlawful for any person to make use of the property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 7. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 9. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 10. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of July 2025.

ADOPTED on this the 21st day of July 2025.

EFFECTIVE DATE on this the 21st day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

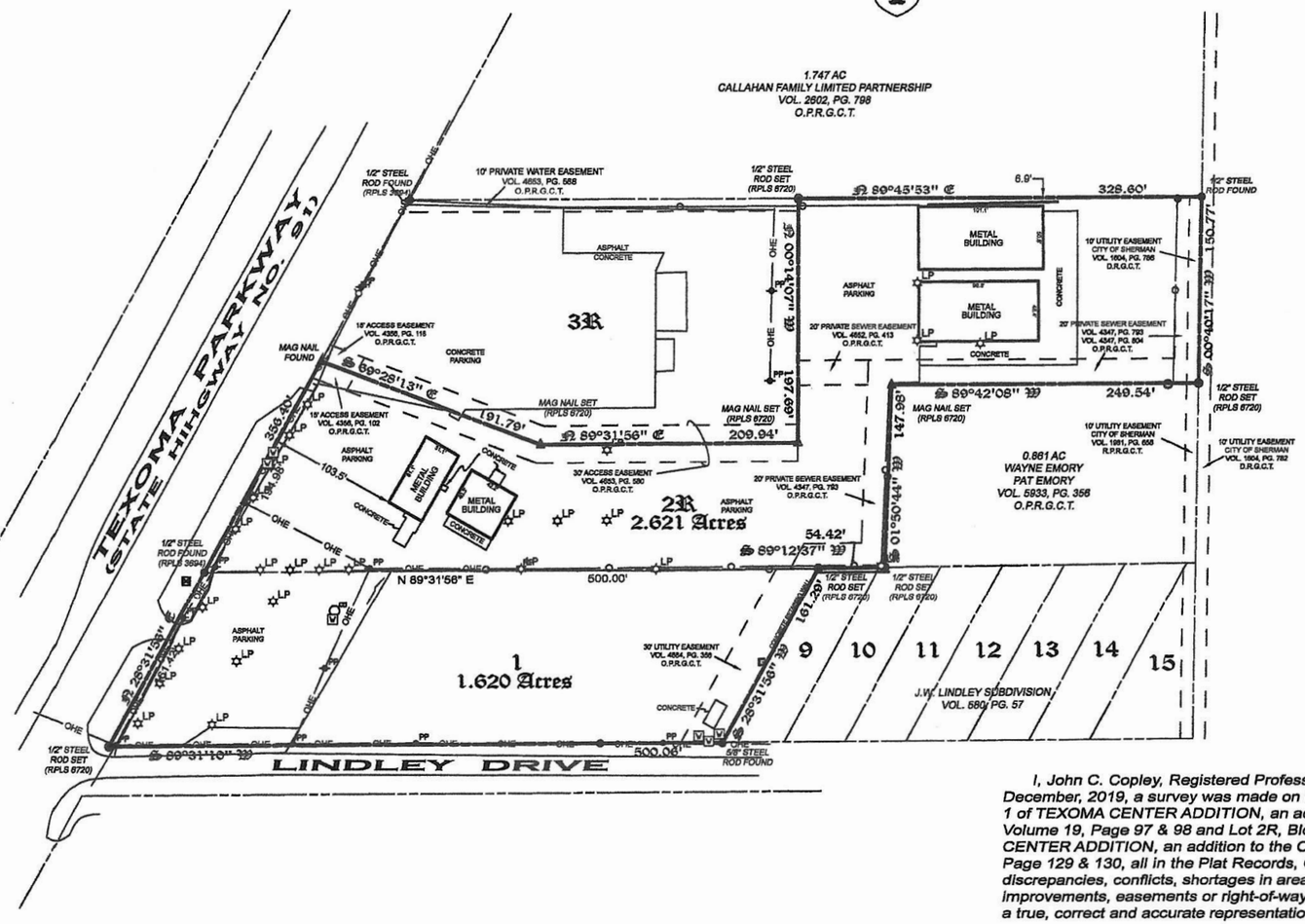
BY: _____
LEAH ROBERTS,
EXEC. DIR. OF ADMINISTRATION,
ACTING CITY CLERK

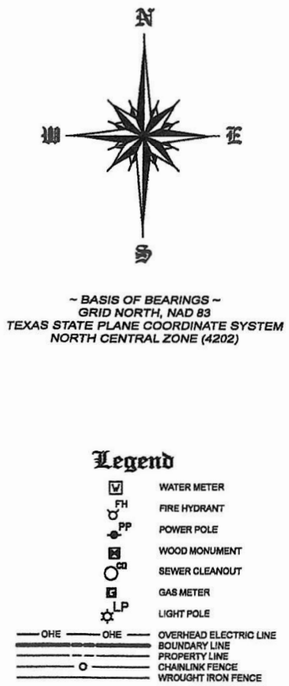
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

CLS Job# 19120315





I, John C. Copley, Registered Professional Land Surveyor do hereby certify that on the 9th day of December, 2019, a survey was made on the ground of the property shown hereon, described as Lot 1, Block 1 of TEXOMA CENTER ADDITION, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 19, Page 97 & 98 and Lot 2R, Block 1 of the REPLAT OF LOTS 2 AND 3, BLOCK 1, TEXOMA CENTER ADDITION, an addition to the City of Sherman, Texas as shown by plat of record in Volume 20, Page 129 & 130, all in the Plat Records, Grayson County, Texas, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

The buildings on said lots are known as 4501, 4505, 4511 & 4513 Texoma Parkway, Sherman, Texas, and is wholly located on said lots; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.

John Copley

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429

STATE OF TEXAS
REGISTERED
JOHN C. COPLEY
6720
PROFESSIONAL
LAND SURVEYOR

Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0643, OK 580-980-0181
john@copleylandsurveying.com

0 100 200
SCALE ~ 1" = 100'

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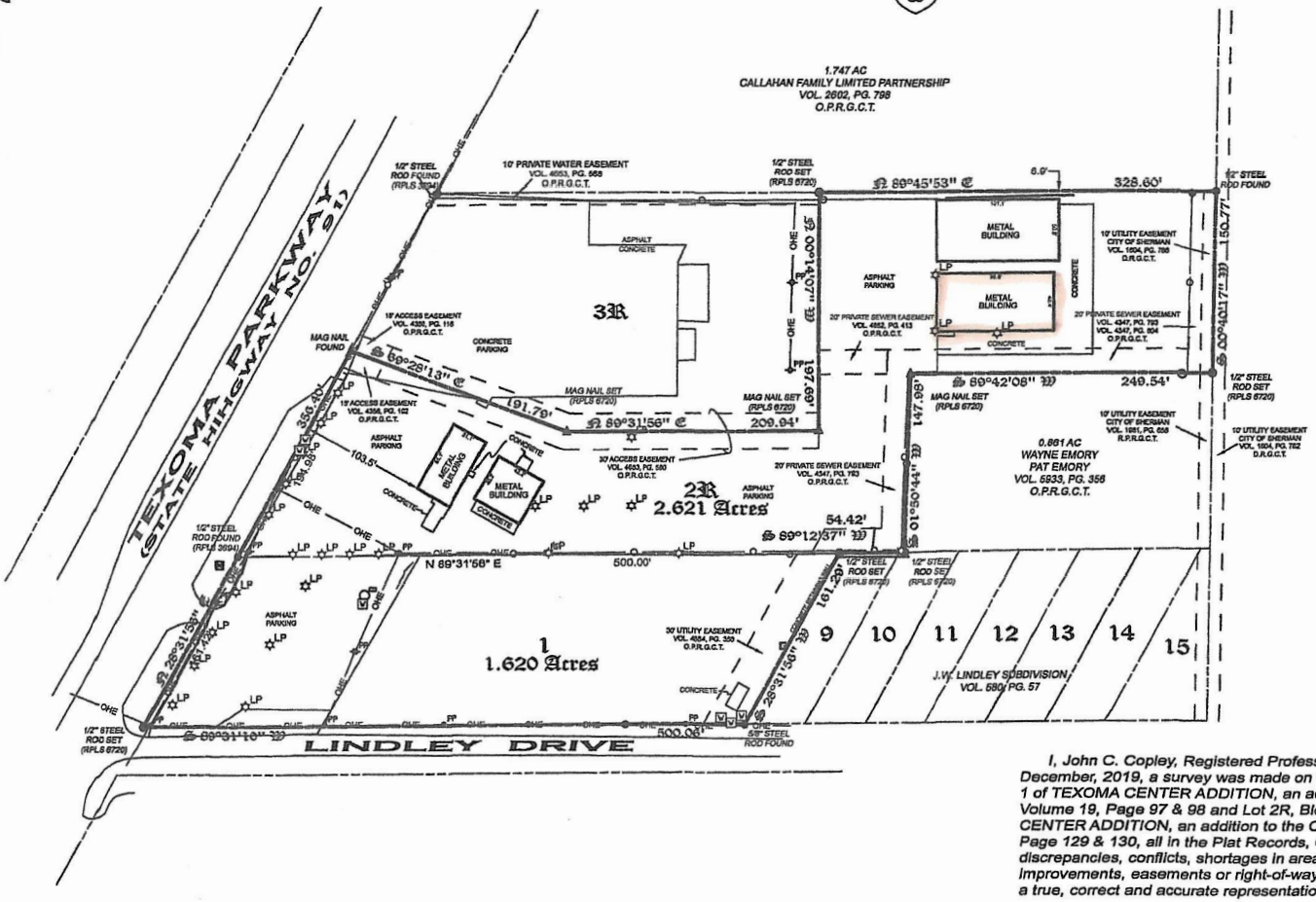
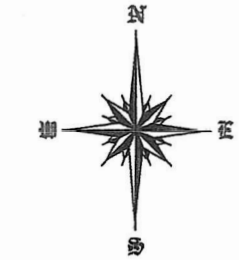
Copley Land Surveying, Inc.
All rights reserved.

SITE PLAN

EXHIBIT B

CLS Job# 19120315





~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

Legend

- WATER METER
- FIRE HYDRANT
- POWER POLE
- WOOD MONUMENT
- SEWER CLEANOUT
- GAS METER
- LIGHT POLE
- OHE — OHE — OVERHEAD ELECTRIC LINE
- BOUNDARY LINE
- PROPERTY LINE
- CHAINLINK FENCE
- WROUGHT IRON FENCE

I, John C. Copley, Registered Professional Land Surveyor do hereby certify that on the 9th day of December, 2019, a survey was made on the ground of the property shown hereon, described as Lot 1, Block 1 of TEXOMA CENTER ADDITION, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 19, Page 97 & 98 and Lot 2R, Block 1 of the REPLAT OF LOTS 2 AND 3, BLOCK 1, TEXOMA CENTER ADDITION, an addition to the City of Sherman, Texas as shown by plat of record in Volume 20, Page 129 & 130, all in the Plat Records, Grayson County, Texas, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

The buildings on said lots are known as 4501, 4505, 4511 & 4513 Texoma Parkway, Sherman, Texas, and is wholly located on said lots; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.

John Copley

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429

STATE OF TEXAS
REGISTERED
JOHN C. COPLEY
6720
PROFESSIONAL
LAND SURVEYOR

Copley Land Surveying
1702 Verdi Ln., Sherman, Texas 75090
TX 903-415-0643, OK 580-980-0181
john@copleylandsurveying.com

0 100 200
SCALE ~ 1" = 100'

Copyright © 2019
Copley Land Surveying, Inc.
All rights reserved.

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4505 & 4511 TEXOMA PKWY

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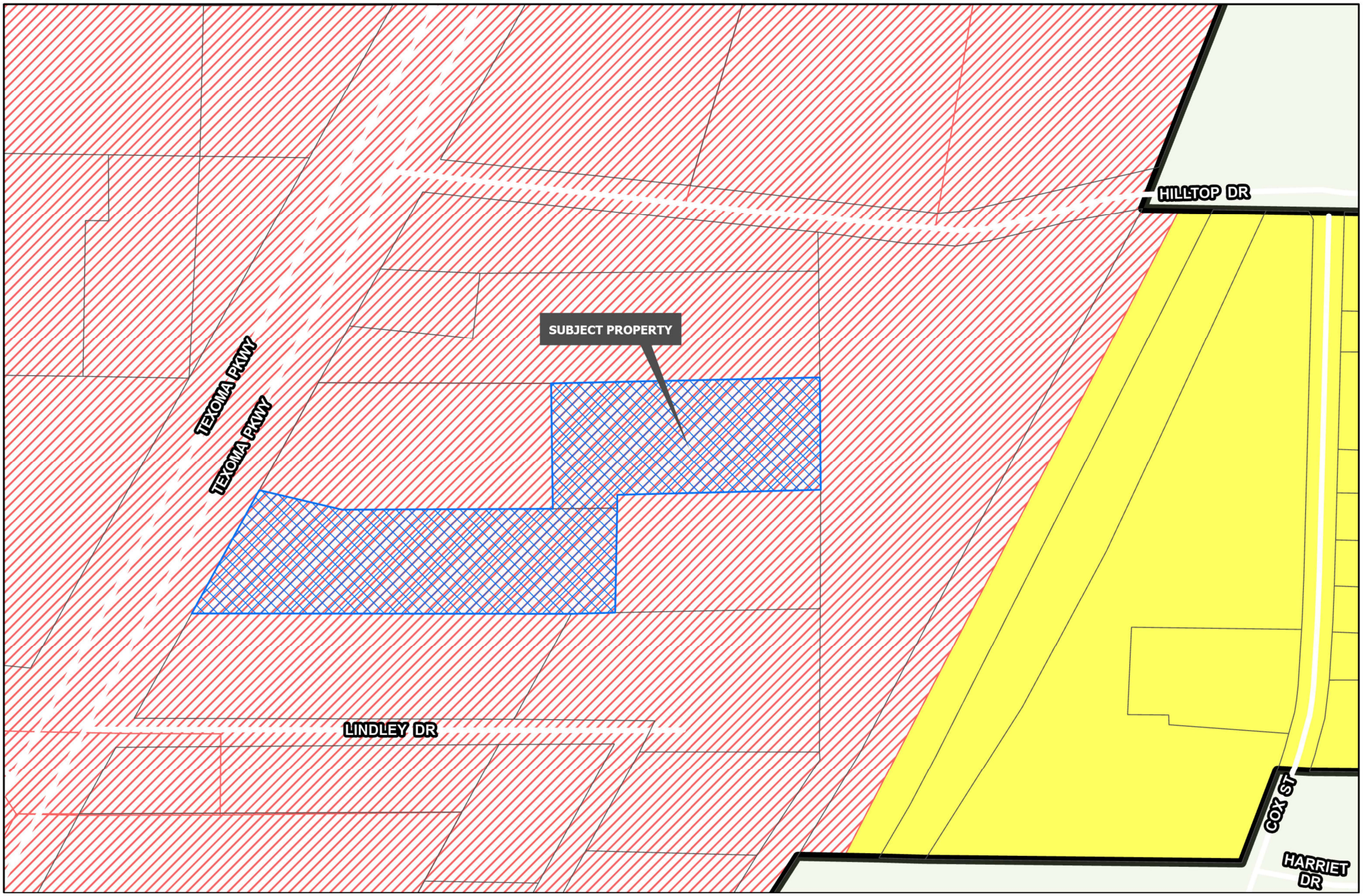
W E
S

Date: 5/5/2025 3:39 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN ZONING MAP 4505 & 4511 TEXOMA PKWY

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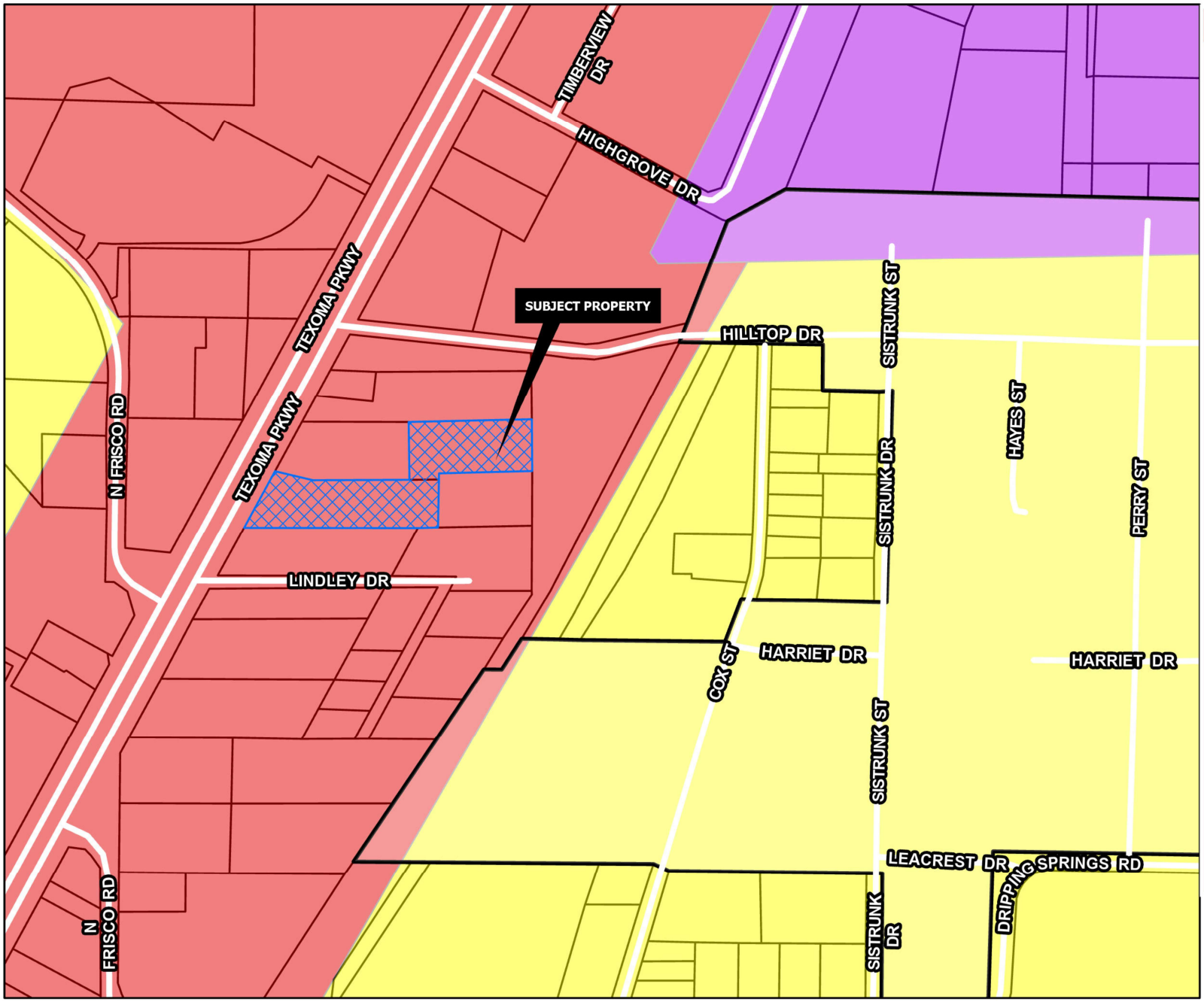
Date: 5/5/2025 3:39 PM



REGIONAL COMMERCIAL

Intent & Character

The Regional Commercial category is intended to promote large-scale commercial development along US-75, while promoting community character through design. US-75 serves as the major gateway to and through the community; therefore, aesthetics and design should be promoted in this corridor. This category should allow large-scale commercial uses that serve the region and the community alike. A mix of uses and inter-connectivity between parcels should be encouraged.

Appropriate Land Use Types

- Retail and Restaurants
- Multi-Family Living
- Office Complex
- Medical
- Mixed Use
- Indoor Entertainment

Compatible Zoning Districts

- Retail Business
- General Commercial
- Office
- Multi-Family Residential (MF-15 and MF-30)
- Planned Development (for larger tracts)

Considerations

- Site design considerations should be given to parking, landscaping, and building articulation.
- Where possible, parking should be screened from view or well-landscaped with native, drought-tolerant plants.
- All buildings facades fronting a public street or within significant public view should have aesthetically-pleasing horizontal and vertical articulation.
- Signage should be multi-tenant, where possible, and should match the character of the primary structure.
- High density residential should be included in mixed use developments.
- High density residential is appropriate behind commercial areas, with inter-connectivity.
- If high density is stand alone, the surrounding uses and connectivity should be considered to avoid an "island."

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
4505 & 4511 TEXOMA PKWY

N
W E
S

Date: 5/5/2025 3:39 PM

Marlow, Lauren

From: Planning
To: Daniel Hinson
Subject: RE: Plan 000009-2025-SUP

From: Daniel Hinson
Sent: Monday, May 5, 2025 11:36 AM
To: Planning
Cc: Planning
Subject: Re: Plan 000009-2025-SUP

Just got it out this morning. If this is not the right place to send this let me know and I can send it or upload it somewhere else. Thanks!

Property Address: 4511 Texoma Parkway, Sherman, TX

Applicant Request: SUP to allow the sale of boats and trailers

Project Overview

We are seeking a special use permit to allow us to sale boats and trailer. All inventory will be stored inside the 5000sqft building located at 4511 Texoma Pkwy. This will have very minimal impact to any surrounding businesses in the area. Nothing will be stored outside of the garage as to keep the boats and trailers in their best condition.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.4.

Meeting Date: 7/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6850

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.08 acres being a portion of Lots 16 and 17, Block 14 of Chaffin's Addition, City Of Sherman, Grayson County, Texas, Located at 814 East Mulberry Street, Heretofore M-2 (Heavy Manufacturing) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Gutierrez Ramirez (Owner) and Burns Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.08 acres of land located at 814 East Mulberry Street from an M-2 (Heavy Manufacturing) District to R-4 (Patio Home Residential) District.

Background:

The property is located at 814 East Mulberry Street between North Maxey Street and North Willow Street. The owner is requesting a Zone Change from an M-2 (Heavy Manufacturing) District to R-4 (Patio Home Residential) District.

This is consistent with the neighborhood and would be a net benefit for the area.

At the June 17, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved.

The following has been approved for this location:

- 6/17/2025 - A. Public Hearing and Variance under Section 14.02.008 to allow a 37.50' lot width in lieu of the required 40' lot width and to allow a lot area of 3,600 square feet in lieu of the required 4,000 square feet.

Capital Improvement Program:

N/A

Origination:

Gutierrez Ramirez (Owner) and Burns Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:
Staff has no objections to this item.

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6850
2. Exhibit A - Survey and Legal Description
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Site Plan
9. Floor Plan & Elevation

ORDINANCE NO. 6850

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.08 ACRES BEING A PORTION OF LOTS 16 AND 17, BLOCK 14 OF CHAFFIN'S ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 814 EAST MULBERRY STREET, HERETOFORE M-2 (HEAVY MANUFACTURING) DISTRICT REZONING AND PLACING THE TRACT IN THE R-4 (PATIO HOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, GUTIERREZ RAMIREZ (OWNER) AND BURNS SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 814 East Mulberry Street, all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Patio Home Residential) District, Zoning, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of July 2025.

ADOPTED on this the 21st day of July 2025.

EFFECTIVE DATE on this the 21st day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

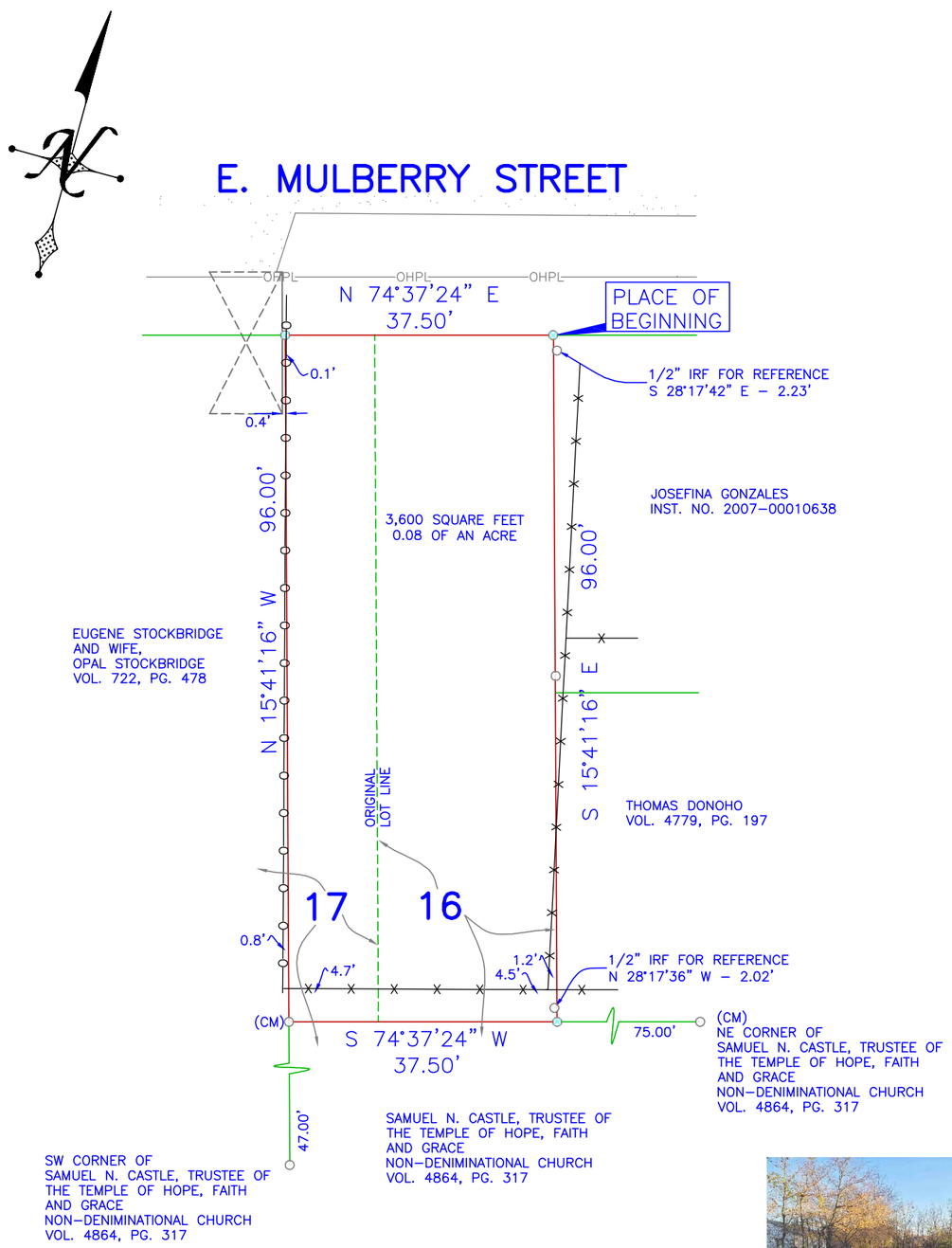
ATTEST:

BY: _____
LEAH ROBERTS,
EXEC. DIR. OF ADMINISTRATION
ACTING CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



BEARINGS ARE BASED ON NAD 83 DATUM, TEXAS STATE PLANE COORDINATE SYSTEM. NORTH CENTRAL ZONE

7509 PENNRIDGE CIRCLE
ROWLETT, TX 75088

FIRM REGISTRATION NO. 10194366

SURVEY PLAT

BURNS SURVEYING

BARRY S. RHODES Registered Professional Land Surveyor (214) 326–1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 814 E. MULBERRY STREET, in GRAYSON COUNTY, Texas.

Being a portion of Lots 16 and 17, Block 14 of Chaffin's Addition, an Addition to the City of Sherman, Grayson County, Texas, according to the Plat thereof recorded in Volume 26, Page 49, Plat Records, Grayson County, Texas (P.R.G.C.T.) being the same property described in deed to Marian Ann Gibbs, recorded in Instrument No. 2006-00006488, Deed Records, Grayson County, Texas (D.R.G.C.T.) and being more particularly described as follows:

BEGINNING at a 1/2 inch yellow capped iron rod set for corner in the South line of E. Mulberry Street, at the West corner of a tract of land described in deed to Josefina Gonzales, recorded in Instrument No. 2007-00010638 (D.R.G.C.T.) and at the North corner of said Gibbs tract, from which a 1/2 inch iron rod found for reference bears South 28 degrees 17 minutes 42 seconds East, a distance of 2.23 feet;

THENCE South 15 degrees 41 minutes 16 seconds East, a distance of 96.00 feet to a 1/2 inch yellow capped iron rod set for corner the North line of a tract of land described in deed to Samuel N. Castle, Trustee of The Temple of Hope, Faith and Grace Non-Denominational Church, recorded in Volume 4864, Page 317 (D.R.G.C.T.), at the Southwest corner of a tract of land described in deed to Thomas Donoho, recorded in Volume 4779, Page 197 (D.R.G.C.T.), from which a 1/2 inch iron rod found for reference bears North 28 degrees 17 minutes 36 seconds West, a distance of 2.02 feet;

THENCE South 74 degrees 37 minutes 254 seconds West, a distance of 37.50 feet to a 1/2 inch iron rod found for corner in the East line of that portion of a tract of land described in deed to Eugene Stockbridge and wife, Opal Stockbridge, recorded in Volume 722, Page 478 (D.R.G.C.T.), at the West corner of said Castle tract;

THENCE North 15 degrees 41 minutes 16 seconds West, a distance of 96.00 feet to a 1/2 inch yellow capped iron rod set for corner in the said South line of E. Mulberry Street, at the Northeast corner of said Stockbridge tract;

THENCE North 74 degrees 37 minutes 24 seconds East, with the said South line of E. Mulberry Street, a distance of 37.50 feet to the PLACE OF BEGINNING and containing 3,600 square feet or 0.08 of an acre of land.

ACCEPTED BY: _____

_____

HUDSON TITLE GROUP

The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat: the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements.

TITLE AND ABSTRACTING WORK FURNISHED BY HUDSON TITLE

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

Scale:	1" = 20'
Date:	11/16/2020
G. F. No.:	SHS–2020–107
Job no.:	202009039
Drawn by:	CMR

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM.
THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR HUDSON TITLE

LEGEND

WOOD FENCE — TEXT
CHAIN LINK — IMPROVEMENTS
IRON FENCE — BOUNDARY LINE
WIRE FENCE — EASEMENT/SETBACK
RESIDENCE
CM – CONTROLLING MONUMENT
MRD – MONUMENTS OF RECORD DIGNITY
1/2" IRON ROD FOUND
1/2" YELLOW–CAPPED IRON ROD SET
SET 'X'
FOUND 'X'
5/8" IRON ROD FOUND
PK NAIL FOUND
(C) – CABLE
(E) – ELECTRIC
– CLEAN OUT
PE – POOL EQUIP
(G) – GAS METER
– POWER POLE
– FIRE HYDRANT
(T) – TELEPHONE
(L) – LIGHT POLE
(W) – WATER METER
(M) – MANHOLE
(V) – WATER VALVE
(UNLESS OTHERWISE NOTED)

STATE OF TEXAS
REGISTERED
BARRY S. RHODES
3691
PROFESSIONAL
LAND SURVEYOR

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
814 E MULBERRY ST

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W E
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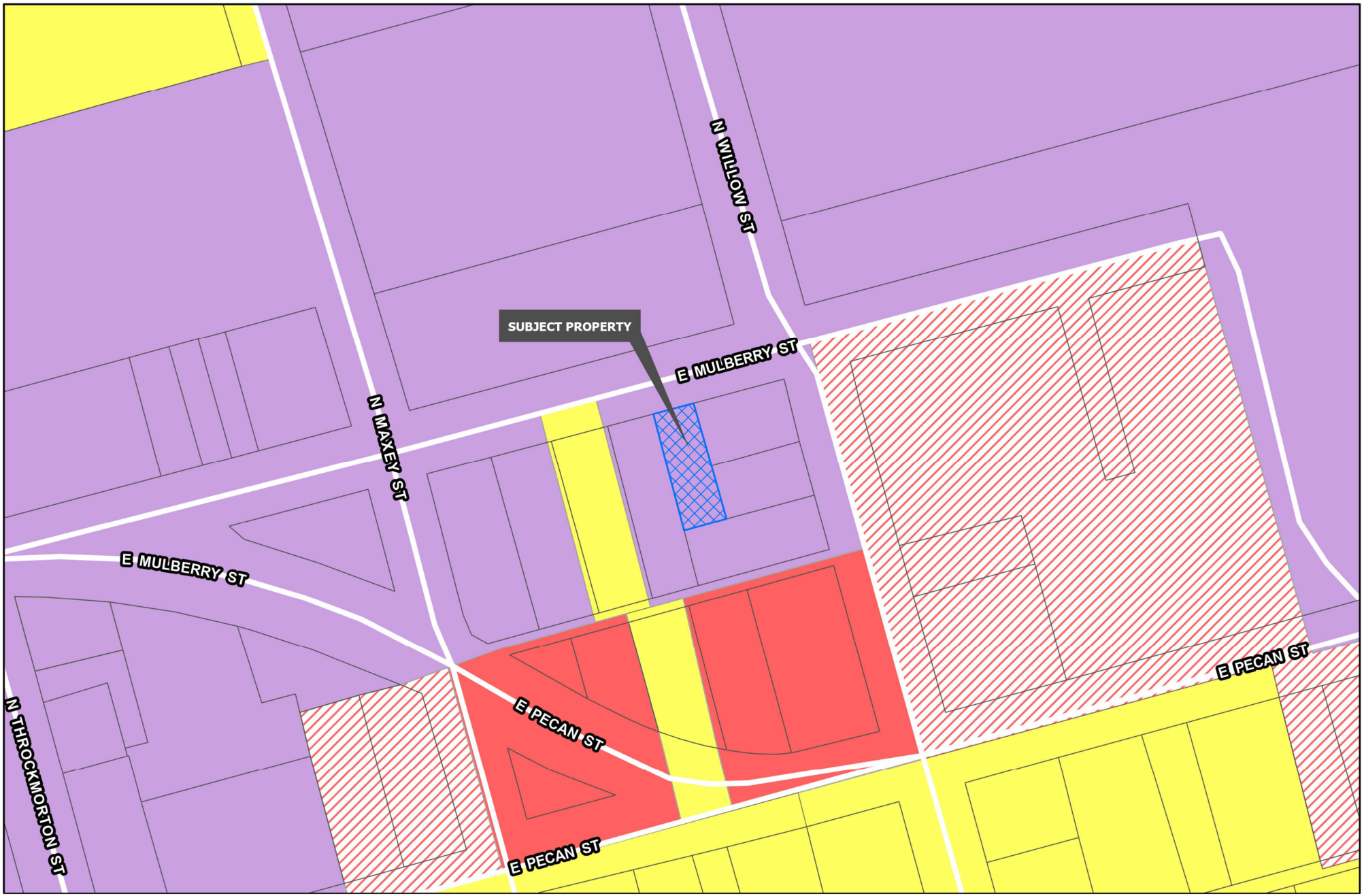
Date: 5/6/2025 9:27 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
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- MF-15 Multi-Family Residential
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- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
814 E MULBERRY ST

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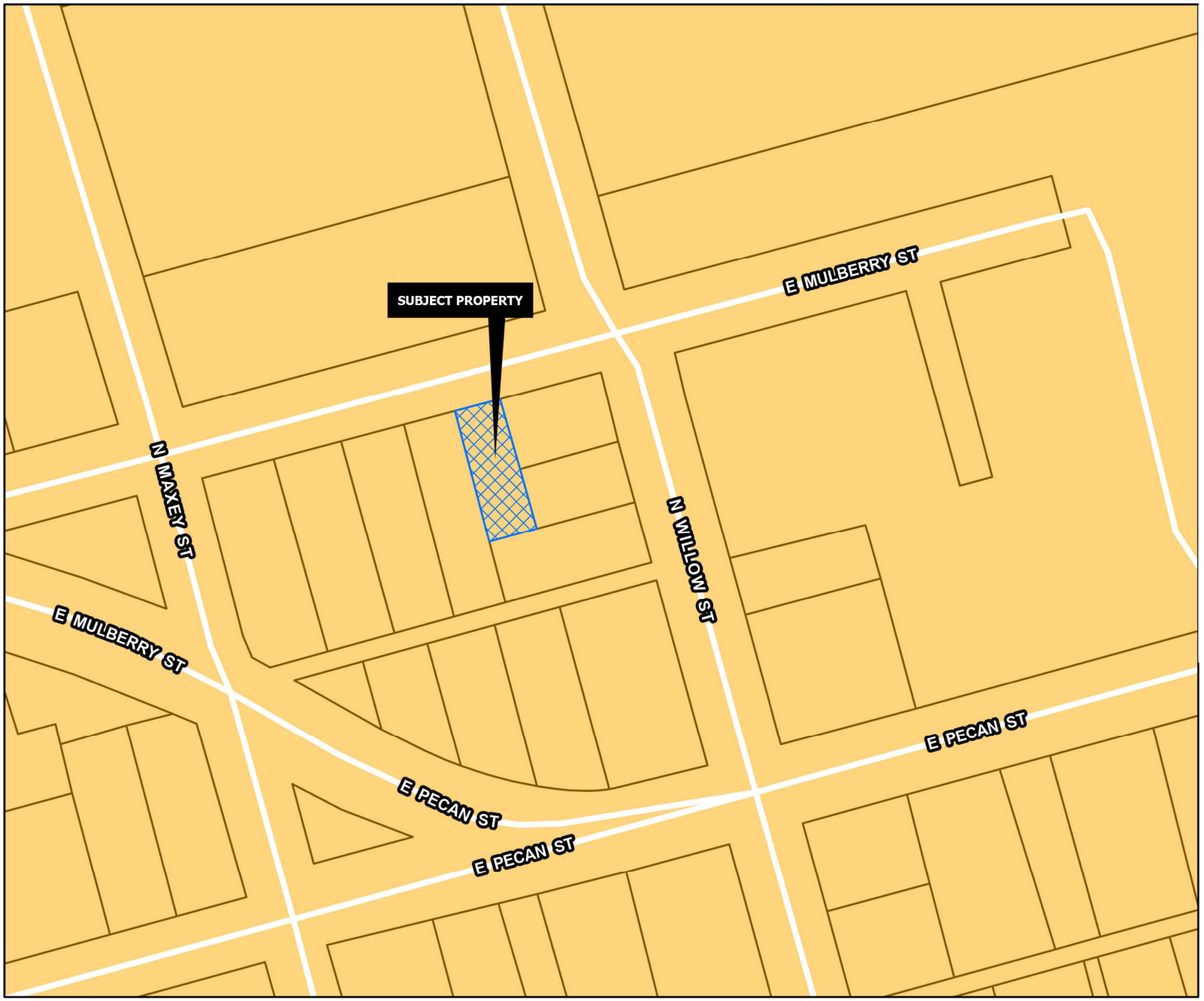
Date: 5/6/2025 9:27 AM



CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
814 E MULBERRY ST

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W E
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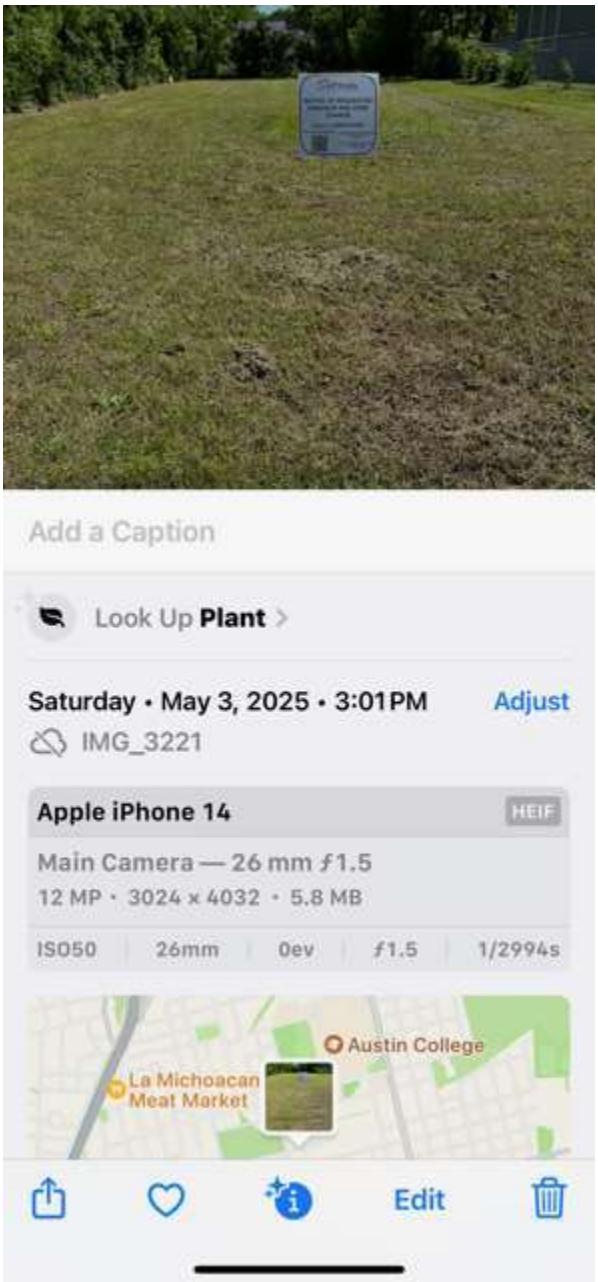
Date: 5/6/2025 9:27 AM

Marlow, Lauren

From: Planning
To: Ricardo; Planning
Subject: RE: Signage

From: Ricardo
Sent: Saturday, May 3, 2025 3:05 PM
To: Planning
Subject: Signage



Sent from my iPhone

To Whom this may concern,

I am requesting a zoning change due to the property of 814 E Mulberry Street in Sherman,TX not meeting any requirements for any zoning districts. I would like to put a single family home in that area that I believe would enhance the neighborhood.

Thanks,

Ricardo Gutierrez Ramirez

Address: 814 E. Mulberry st

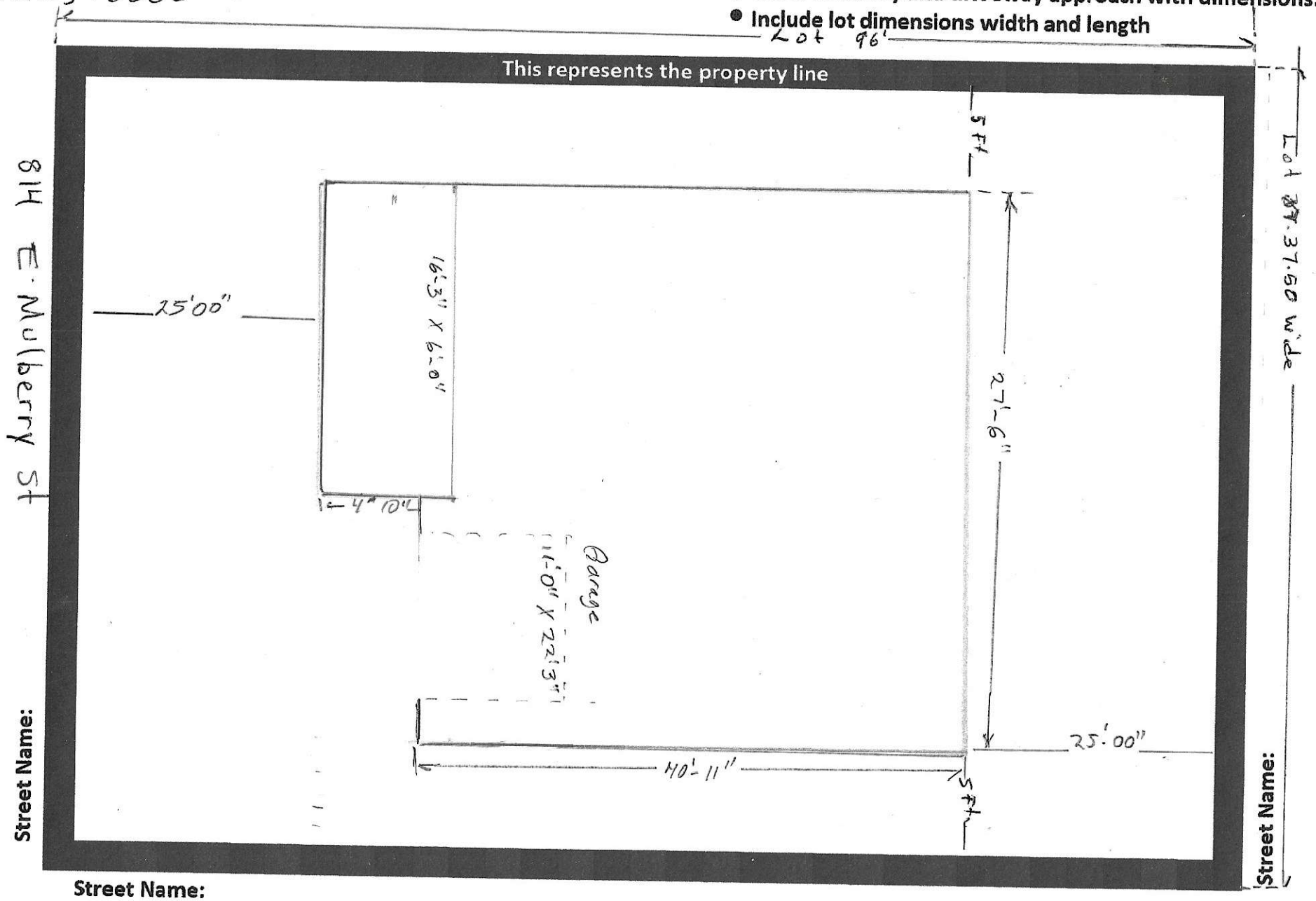
Construction Type: New Residential Single Family

Legal Description: chaffins 1st addn
Block 14, Lot pt 16 and pt 17
Acres .0800

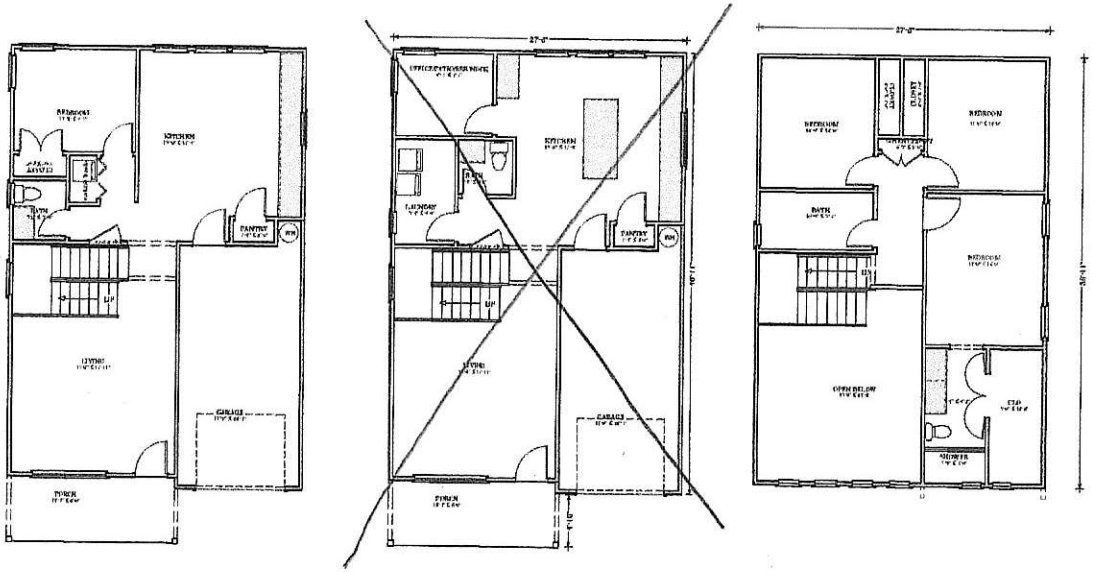
SITE PLAN

Corner lot?
Yes or (No)

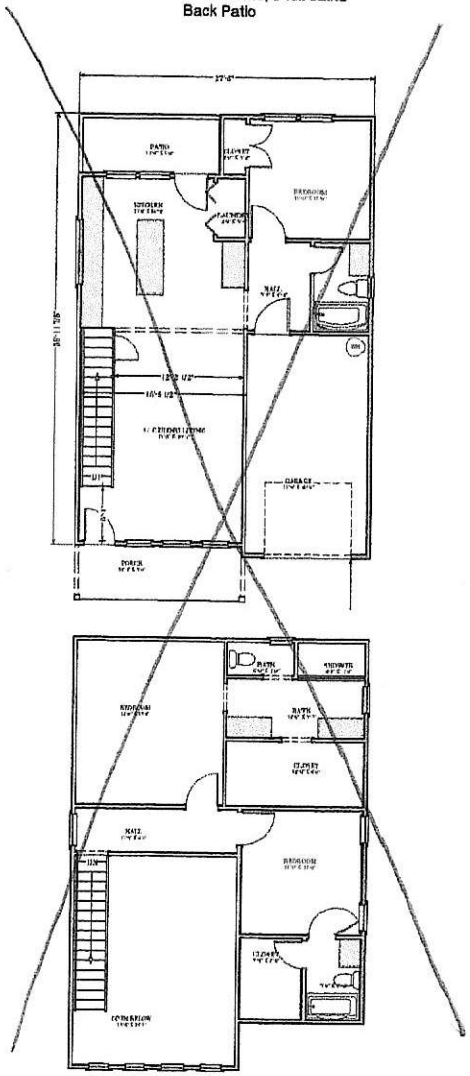
- Must include address and legal description of property.
- The front building line is measured from the property line,
- not the street or curb.
- Show all property lines.
- Show all proposed structures and dimensions.
- Show driveway and driveway approach with dimensions.
- Include lot dimensions width and length

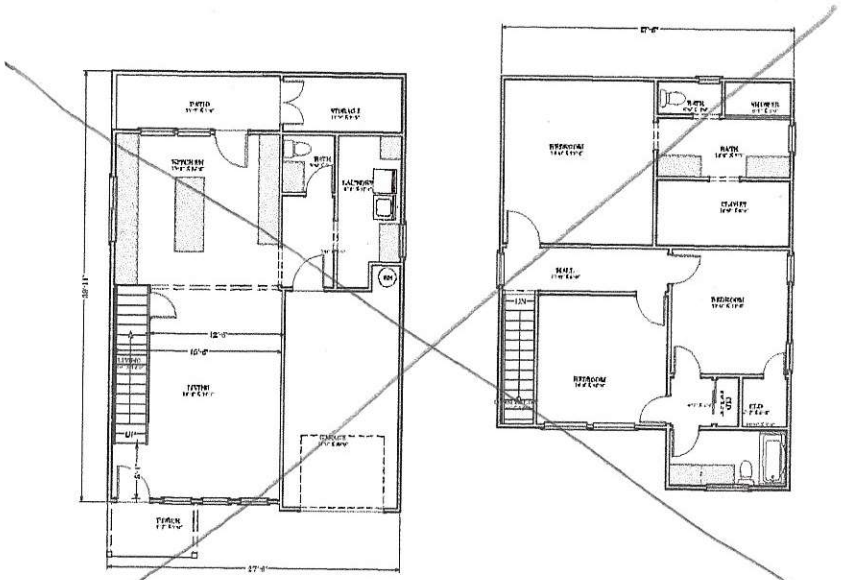


OPTION 1: Living Rm 2-story ceiling
First Floor: option A= 4th bedroom, laundry stackable
option B= flex room, laundry room
2nd Floor: 3 bedrooms, 2 baths



OPTION 2: 2-story Living rm
3 bedrooms, 3 full baths
Back Patio





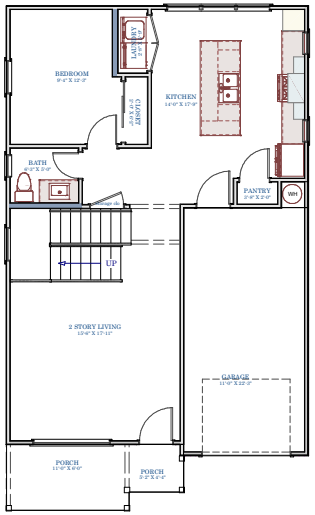
OPTION 3:
All 3 bedrooms upstairs
Living Rm single story ceiling
Back Patio with Outdoor Storage Rm

Personally Yours
House Plans
Designed For You
Bev Harris 903.815.3987

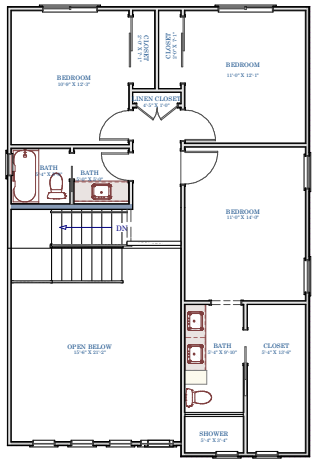
LOCATION:
East Mulberry Streeet
Sherman, Texas

SAMPLE DRAWINGS FOR:
Suzette Morgan
903.271.9469

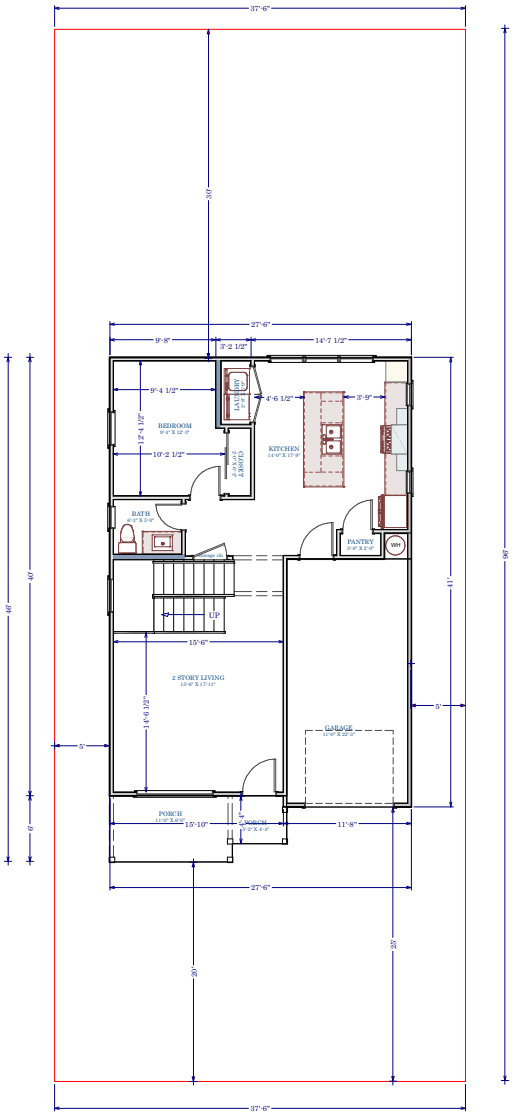
DATE: August 27, 2024
SCALE: 1/8" = 1'



First Floor
854 sq ft Living



Second Floor
827 sq ft Living



Proposed Plot Plan
Lot Size 37'6" x 96'

Personally Yours
HOUSE PLANS
Designed For You
Bev Harris 903.815.3987

First Floor:	854 sq ft Living Area
Second Floor:	827 sq ft Living Area
Total Living:	1,681 sq ft Living
Garage:	257 sq. ft
Porch:	89 sq. ft
Total Slab:	1,200

LOCATION:
East Mulberry Streeet
Sherman, Texas

Proposed Draft Plans for:
Suzette Morgan
903.271.9469

DATE: April, 2025
SCALE: 1/8" = 1'

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.5.

Meeting Date: 7/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6851

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.703 acres being a Replat of Hilltop Estates, part of Block 6 John Hendrix Survey, Abstract No. 503, City Of Sherman, Grayson County, Texas, Located at 4809 Marshall Street, Heretofore R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The M-1 (Light Manufacturing) District Zoning Classification, Dkota Investments, Inc.(Owner) and Preston Trail Land Surveying (Surveyor) Providing for a Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.703 acres of land located at 4809 Marshall Street from an R-6 (Single-Family Residential) District to an M-1 (Light Manufacturing) District

Background:

The property is located at 4809 Marshall Street near the intersection of Sweetwater Way and Marshall Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to an M-1 (Light Manufacturing) District.

This property was most recently used by Frito-Lay. It is a warehouse facility. M-1 zoning would be a more appropriate zoning.

At the June 17, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved

Capital Improvement Program:

Origination:

Dkota Investments, Inc. (Owner) and Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

Staff has no objection to the approval of the Zone Change.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6851
2. Exhibit A - Survey and Legal Description
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Project Narrative
7. Site Plan
8. Building Elevation
9. Property Notification Sign

ORDINANCE NO. 6851

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND BEING A REPLAT OF HILLTOP ESTATES, PART OF BLOCK 6 JOHN HENDRIX SURVEY, ABSTRACT NO. 503, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 4809 MARSHALL STREET, HERETOFORE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT REZONING AND PLACING THE TRACT IN THE M-1 (LIGHT MANUFACTURING) DISTRICT CLASSIFICATION, DKOTA INVESTMENTS, INC. (OWNER) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 4809 Marshall Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the M-1 (Light Manufacturing) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of July 2025.

ADOPTED on this the 21st day of July 2025.

EFFECTIVE DATE on this the 21st day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

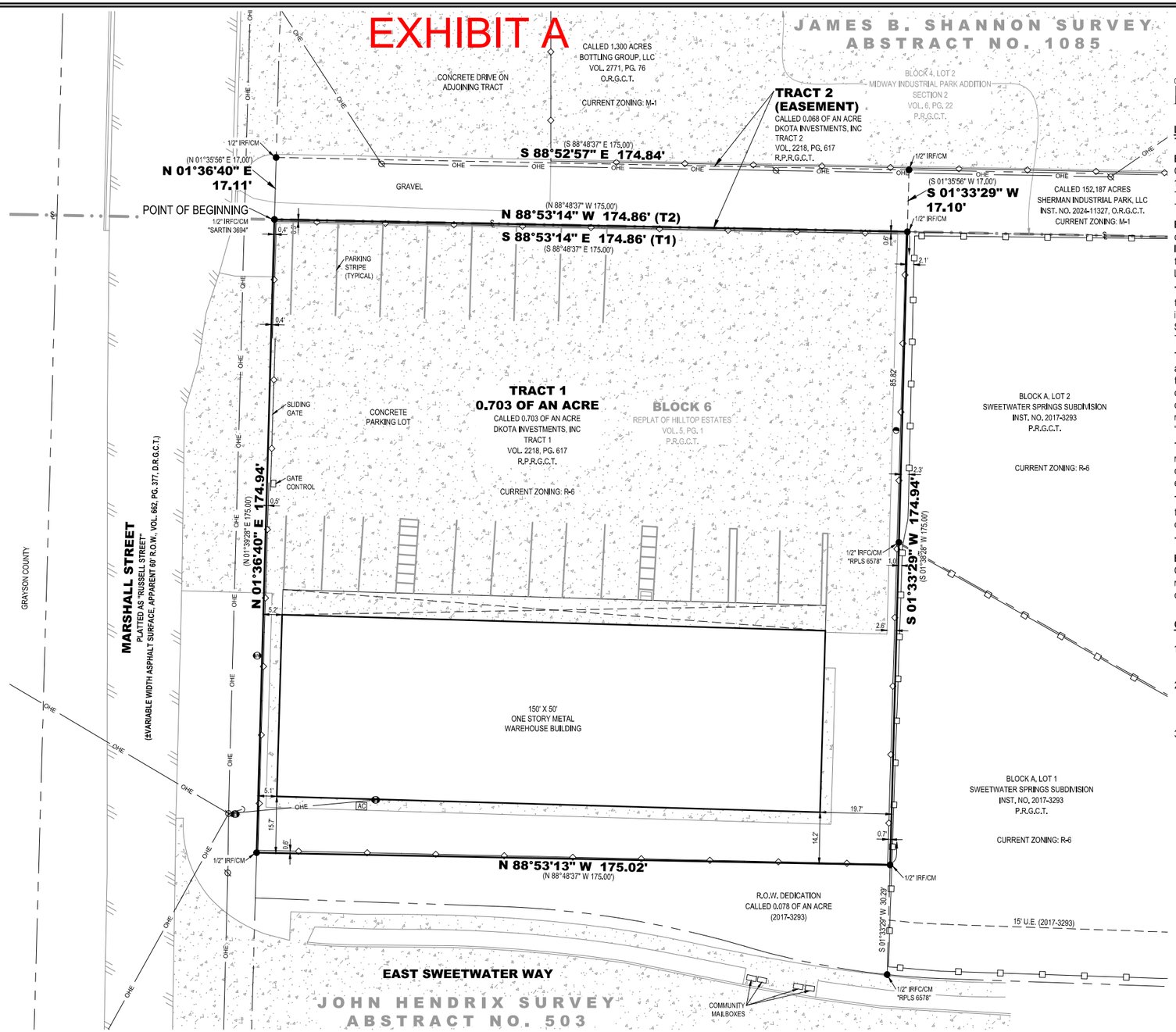
ATTEST:

BY: _____
LEAH ROBERTS,
EXEC. DIR. OF ADMINISTRATION,
ACTING CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LAND DESCRIPTION:

TRACT 1: 0.703 OF AN ACRE

BEING all of that certain tract of parcel of land situated in the John Hendrix Survey, Abstract No. 503, City of Sherman, Grayson County, Texas, and being part of Block 6 of the Replat of Hilltop Estates, according to the plat thereof recorded in Volume 5, Page 1, Plat Records, Grayson County, Texas, and being a re-tracement survey of a called 0.703 of an acre tract of land described as Tract 1 in the deed to Dkota Investments, Inc, recorded in Volume 2218, Page 617, Real Property Records, Grayson County, Texas, more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said Block 6, common to the northwest corner of said 0.703 acre tract, and common to the southwest corner of Lot 2 in Block 4 of Midway Industrial Park Addition, Section 2, according to the plat thereof recorded in Volume 6, Page 22, said Plat Records, and common to the southern-most southwest corner of a called 152.187 acre tract of land described in the deed to Sherman Industrial Park, LLC, recorded in Instrument No. 2024-11327, said Official Records, and on the easterly right-of-way line of Marshall Street;

THENCE South 88°53'14" East, with the northerly line of said Block 6, and with the northerly line of said 0.703 acre tract, and with the southerly line of said Lot 2 (6-22), and with the southerly line of said 152.187 acre tract, a distance of 174.86 feet to a 1/2-inch iron rod found for the northeast corner of said 0.703 acre tract, common to the northwest corner of Lot 2 in Block A of Sweetwater Springs Subdivision, according to the plat thereof recorded in Instrument No. 2017-3293, said Plat Records, Grayson County, Texas;

THENCE South 01°33'29" West, with the easterly line of said 0.703 acre tract, and with the westerly line of said Lot 2 (2017-3293), and crossing said Block 6, passing en route at a distance of 85.82 feet a 1/2-inch iron rod with a plastic cap stamped "RPLS 6578" found for the southwest corner of said Lot 2 (2017-3293), common to the northwest corner of Lot 1 in said Block A and continuing on said course with the westerly line of said Lot 1 a total distance of 174.94 feet to a 1/2-inch iron rod found for the southeast corner of said 0.703 acre tract, common to the northeast corner of a called 0.078 of an acre tract of land described as a right-of-way dedication in said Sweetwater Springs Subdivision, and from which a 1/2-inch iron rod with a plastic cap stamped "RPLS 6578" found for the southwest corner of said Lot 1 bears South 01°33'29" West, a distance of 30.29 feet;

THENCE North 88°53'13" West, with the southerly line of said 0.703 acre tract, and with the northerly line of said 0.078 right-of-way dedication, a distance of 175.02 feet to a 1/2-inch iron rod found for the southwest corner of said 0.703 acre tract, common to the northwest corner of said 0.078 right-of-way dedication, and on the westerly line of aforesaid Block 6, and on the easterly right-of-way line of aforesaid Marshall Street;

THENCE North 01°36'40" East, with the westerly line of said Block 6, and with the westerly line of said 0.703 acre tract, and with the easterly right-of-way line of said Marshall Street, a distance of 174.94 feet to the POINT OF BEGINNING and enclosing 0.703 of an acre (30,603 square feet) of land, more or less.

TRACT 2: 0.068 OF AN ACRE (EASEMENT)

BEING all of that certain tract of parcel of land situated in the John Hendrix Survey, Abstract No. 503, City of Sherman, Grayson County, Texas, and being all of a called 0.068 of an acre tract of land described as Tract 2 in the deed to Dkota Investments, Inc, recorded in Volume 2218, Page 617, Real Property Records, Grayson County, Texas, and being the Easement described in conveyance of Easement recorded in Volume 2126, Page 438, said Real Property Records;

GENERAL NOTES:

1. This survey was completed without the benefit of a current title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.
2. The surveyed property is subject to any matter, including but not limited to Easements, Roadways and/or Building Set Back Lines as shown on the recorded Replat of Hilltop Estates, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 5, Page 1, Plat Records, Grayson County, Texas.
3. Abstract lines shown are approximate.

LEGEND

●	FOUND MONUMENT	U.E.	UTILITY EASEMENT
IRF	IRON ROD FOUND		ELECTRIC METER
IRFC	IRON ROD FOUND W/PLASTIC CAP		UTILITY/POWER POLE
CM	CONTROLLING MONUMENT		GUY
( )	DEED OR PLAT CALL		LIGHT
R.O.W.	RIGHT-OF-WAY		WATER METER
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS	AC	AC UNIT
			BOUNDARY LINE
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS		ADJOINER LINE
			ABSTRACT LINE APPROXIMATE
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS		EASEMENT
			WOOD FENCE
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS		CHAIN LINK FENCE
			ASPHALT
VOL., PG.	VOLUME, PAGE	OHE	OVERHEAD ELECTRIC/UTILITY
INST. NO.	INSTRUMENT NO.		

Certify to: Dkota Investments, Inc;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 03/31/2025, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Engineers and Land Surveyors.

Chris R. Noah, R.P.L.S. No. 6585

STATE OF TEXAS
REGISTERED
CHRIS R. NOAH
6585
PROFESSIONAL
LAND SURVEYOR

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/01/2022 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 G of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

TITLE SURVEY
REPLAT OF HILLTOP ESTATES, PART OF BLOCK 6
JOHN HENDRIX SURVEY, ABSTRACT NO. 503
TRACT 1: 0.703 OF AN ACRE
TRACT 2: 0.068 OF AN ACRE (EASEMENT)
4809 Marshall Street, Sherman
Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPELS Firm No. 10194175	Drawn by: LGT Checked by: CRN	Scale: 1"=20' Date: 04/02/2025	Project No. 25-0090 Sheet No. 1 of 1

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4809 MARSHALL ST

N
W E
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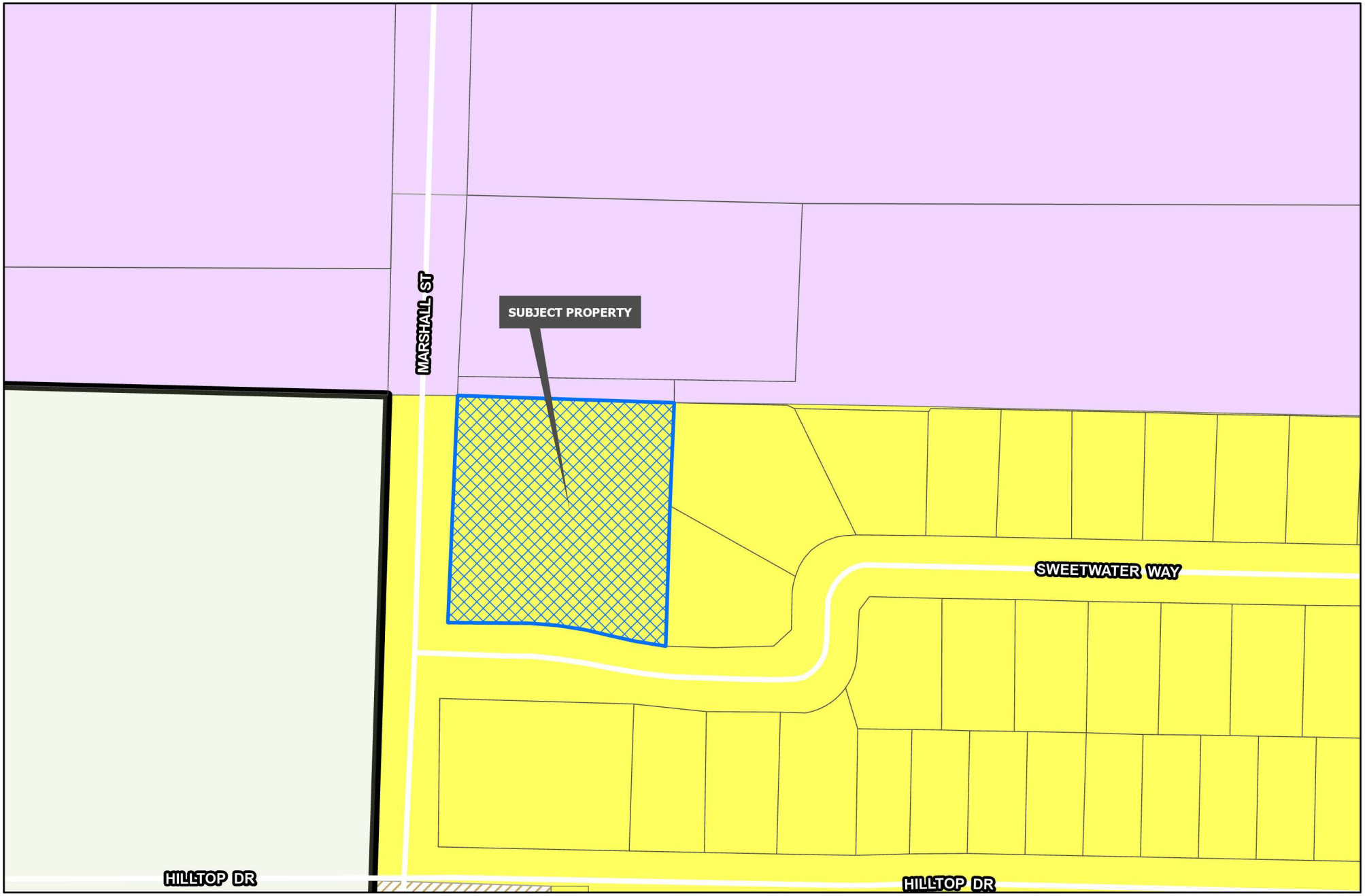
Date: 5/25/2025 10:05 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
4809 MARSHALL ST

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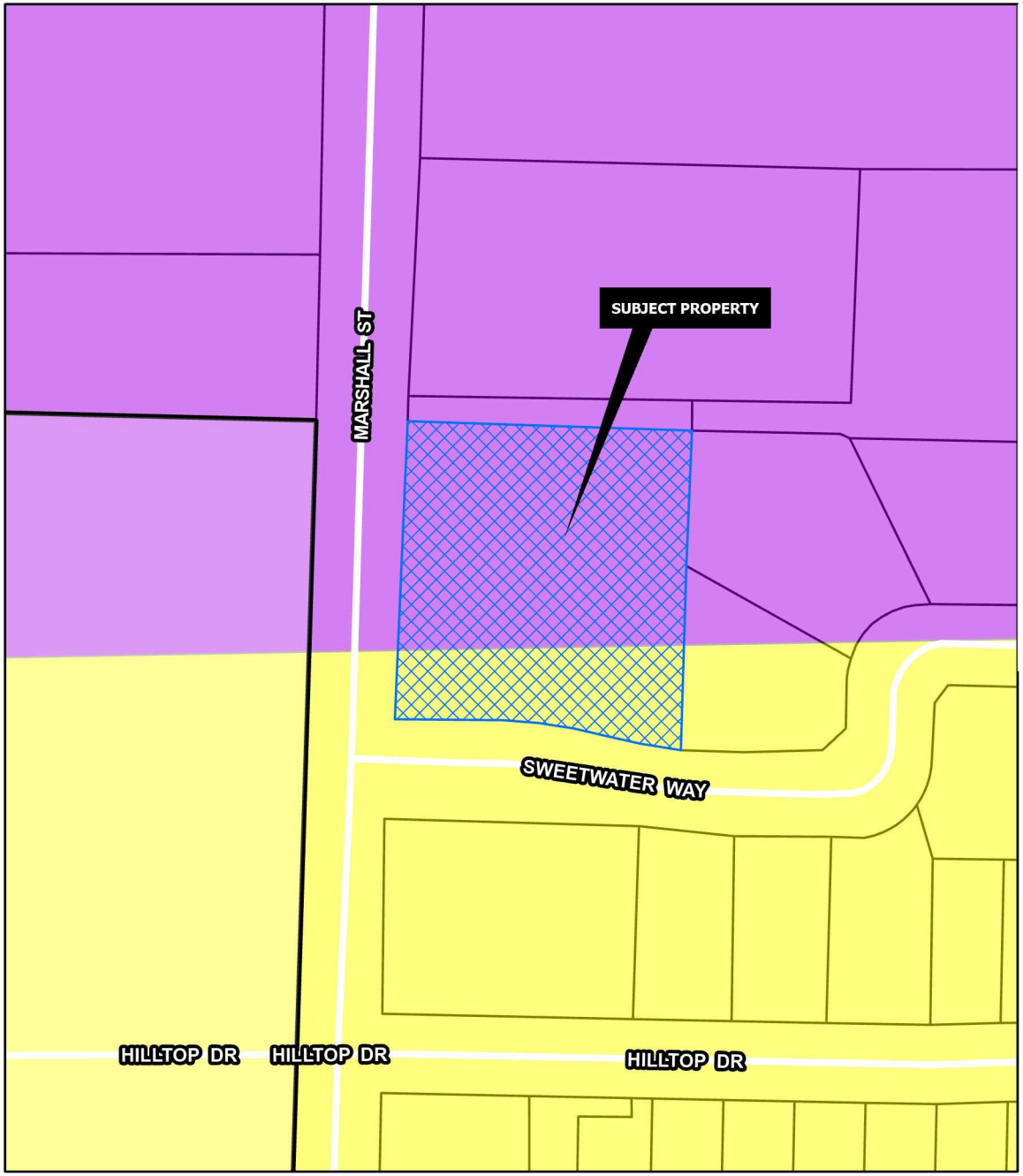
W E
S

Date: 5/25/2025 10:05 AM



TECHNOLOGY HUB

Intent & Character

The Technology Hub category is intended for areas of the community that are dedicated to large-scale employment uses. These areas are generally located north and south, anchored by the airport and Texas Instruments, respectively. These areas contribute to the community by providing a tax base and employment opportunities.

Appropriate Land Use Types

- Manufacturing
- Research and Development
- Warehousing and Distribution
- Multi-Family

Compatible Zoning Districts

- Light Manufacturing
- Heavy Manufacturing
- Multi-Family Residential (MF-15 and MF-30)

Considerations

- Multi-family uses can support employment uses and provide housing variety in the community. These uses should be integrated into planned developments.
- Industrial uses should be ones that are primarily operated inside.
- Outdoor storage should be limited and screened from public view.

SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
4809 MARSHALL ST

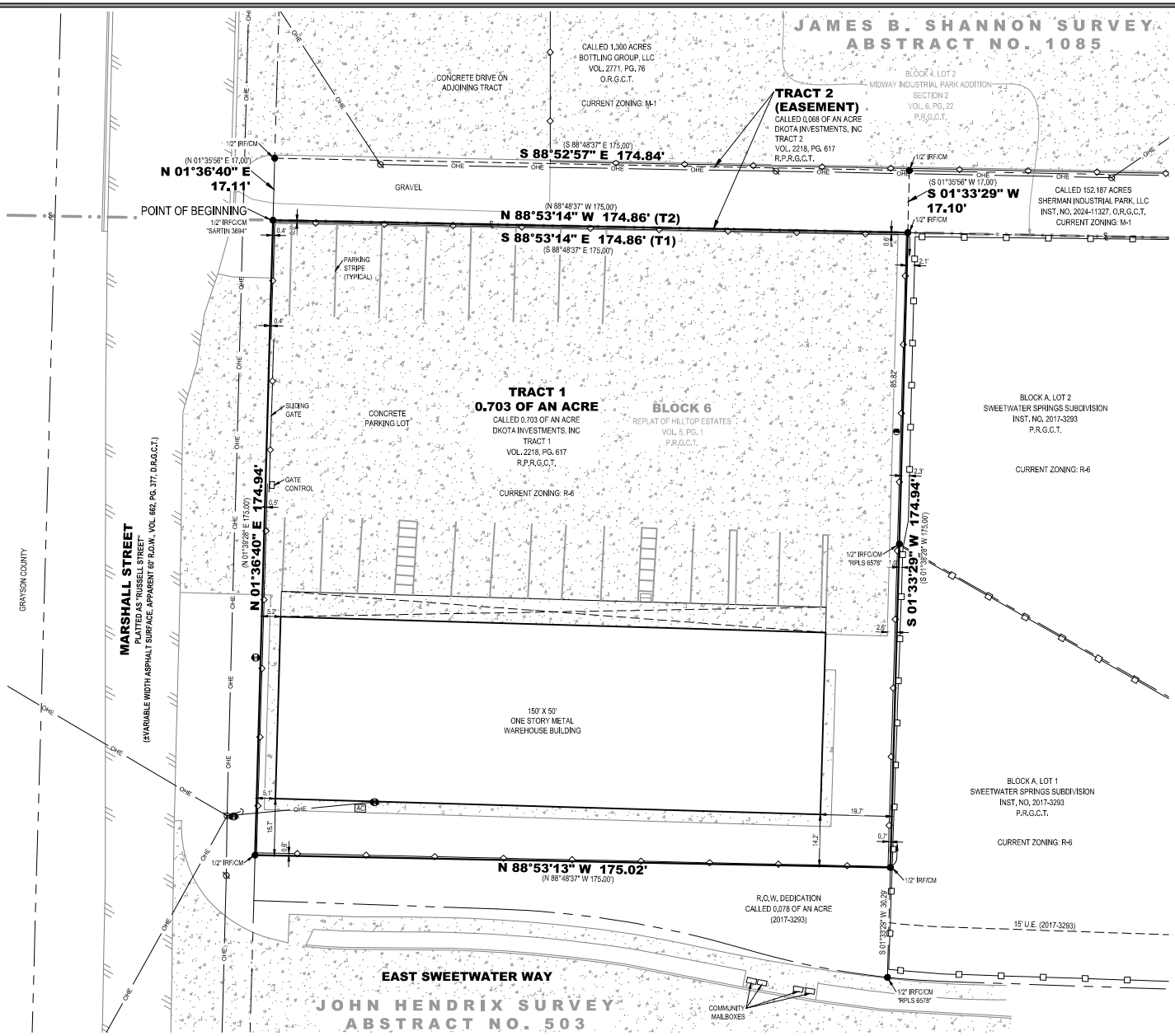
N
W E
S

Date: 5/25/2025 10:05 AM

I purchased the property at 4809 Marshall Street in 1990. I built the building at leased to Frito-Lay until 2025. At some point, the City of Sherman annexed the property. At the time of annexation, the property was designated R-1. Frito-Lay has vacated the property and Dkota Investments would like to continue to use the property as a distribution warehouse. The company is requesting Planning and Zoning approve a M-1 designation. Thank you for your consideration.

Russell Leitch

President



All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LAND DESCRIPTION:

TRACT 1: 0.703 OF AN ACRE

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BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said Block 6, common to the northwest corner of said 0.703 acre tract, and common to the southwest corner of Lot 2 in Block 4 of Midway Industrial Park Addition, Section 2, according to the plat thereof recorded in Volume 6, Page 22, said Plat Records, and common to the southern-most southwest corner of a called 152.187 acre tract of land described in the deed to Sherman Industrial Park, LLC, recorded in Instrument No. 2024-11327, said Official Records, and on the easterly right-of-way line of Marshall Street;

THENCE South 88°53'14" East, with the northerly line of said Block 6, and with the northerly line of said 0.703 acre tract, and with the southerly line of said Lot 2 (6-22), and with the southerly line of said 152.187 acre tract, a distance of 174.86 feet to a 1/2-inch iron rod found for the northeast corner of said 0.703 acre tract, common to the northwest corner of Lot 2 in Block A of Sweetwater Springs Subdivision, according to the plat thereof recorded in Instrument No. 2017-3293, said Plat Records, Grayson County, Texas;

THENCE South 01°33'29" West, with the easterly line of said 0.703 acre tract, and with the westerly line of said Lot 2 (2017-3293), and crossing said Block 6, passing en route at a distance of 85.82 feet a 1/2-inch iron rod with a plastic cap stamped "RPLS 6578" found for the southwest corner of said Lot 2 (2017-3293), common to the northwest corner of Lot 1 in said Block A and continuing on said course with the westerly line of said Lot 1 a total distance of 174.94 feet to a 1/2-inch iron rod found for the southeast corner of said 0.703 acre tract, common to the northeast corner of a called 0.078 of an acre tract of land described as a right-of-way dedication in said Sweetwater Springs Subdivision, and from which a 1/2-inch iron rod with a plastic cap stamped "RPLS 6578" found for the southwest corner of said Lot 1 bears South 01°33'29" West, a distance of 30.29 feet;

THENCE North 88°53'13" West, with the southerly line of said 0.703 acre tract, and with the northerly line of said 0.078 right-of-way dedication, a distance of 175.02 feet to a 1/2-inch iron rod found for the southwest corner of said 0.703 acre tract, common to the northwest corner of said 0.078 right-of-way dedication, and on the westerly line of aforesaid Block 6, and on the easterly right-of-way line of aforesaid Marshall Street;

THENCE North 01°36'40" East, with the westerly line of said Block 6, and with the westerly line of said 0.703 acre tract, and with the easterly right-of-way line of said Marshall Street, a distance of 174.94 feet to the POINT OF BEGINNING and enclosing 0.703 of an acre (30,603 square feet) of land, more or less.

TRACT 2: 0.068 OF AN ACRE (EASEMENT)

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GENERAL NOTES:

1. This survey was completed without the benefit of a current title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.
2. The surveyed property is subject to any matter, including but not limited to Easements, Roadways and/or Building Set Back Lines as shown on the recorded Replat of Hilltop Estates, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 5, Page 1, Plat Records, Grayson County, Texas.
3. Abstract lines shown are approximate.

LEGEND

●	FOUND MONUMENT	U.E.	UTILITY EASEMENT
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IRFC	IRON ROD FOUND W/PLASTIC CAP		UTILITY/POWER POLE
CM	CONTROLLING MONUMENT		GUY
( )	DEED OR PLAT CALL		LIGHT
R.O.W.	RIGHT-OF-WAY		WATER METER
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS	AC	AC UNIT
			BOUNDARY LINE
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			ABSTRACT LINE APPROXIMATE
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS		EASEMENT
			WOOD FENCE
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS		CHAIN LINK FENCE
			ASPHALT
VOL., PG.	VOLUME, PAGE		OVERHEAD ELECTRIC/UTILITY
INST. NO.	INSTRUMENT NO.		

Certify to: Dkota Investments, Inc;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 03/31/2025, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Engineers and Land Surveyors.

Chris R. Noah, R.P.L.S. No. 6585

STATE OF TEXAS
REGISTERED
CHRIS R. NOAH
6585
PROFESSIONAL
LAND SURVEYOR

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/01/2022 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 G of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

TITLE SURVEY
REPLAT OF HILLTOP ESTATES, PART OF BLOCK 6
JOHN HENDRIX SURVEY, ABSTRACT NO. 503
TRACT 1: 0.703 OF AN ACRE
TRACT 2: 0.068 OF AN ACRE (EASEMENT)
4809 Marshall Street, Sherman
Grayson County, Texas

Preston Trail LAND SURVEYING
787 W FM 996
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-786-6029

TBPELS Firm No. 10194175	Drawn by: LGT Checked by: CRN	Scale: 1"=20' Date: 04/02/2025	Project No. 25-0090 Sheet No. 1 of 1

4809 Marshall Street

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.6.

Meeting Date: 7/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6852

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 2.00 acres being a part of the Robert Thompson Survey, Abstract No. 1200, City Of Sherman, Grayson County, Texas, Located at 2717 South First Street, Heretofore R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-12 (Single Family Residential) District. Zoning Classification, Liliana Garcia (Owner), Darius Stephenson and Liliana Morales (Representative) and Underwood Drafting & Surveying (Surveyor) Providing for a Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 2.00 acres of land located at 2717 South First Street from an R-6 (Single-Family Residential) District to an R-12 (Single Family Residential) District

Background:

The property is located at 2717 South First Street between East Ida Road and South Dewey Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to an R-12 (Single Family Residential) District.

This is for the construction of a new residence.

At the June 17, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved

Capital Improvement Program:

N/A

Origination:

Liliana Garcia (Owner), Darius Stephenson and Liliana Morales (Representative) and Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

Staff has no objection to the approval of the Zone Change.

Alternatives:

The City Coucil could deny the request.

Attachments:

1. Ordinance No. 6852
2. Exhibit A - Survey and Legal Description
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Project Narrative

ORDINANCE NO. 6852

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 2.00 ACRES BEING A PART OF THE ROBERT THOMPSON SURVEY, ABSTRACT NO. 1200 CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2717 SOUTH FIRST STREET, HERETOFORE R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT REZONING AND PLACING THE TRACT IN THE R-12 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, LILIANA GARCIA (OWNER), DARIUS STEPHENSON AND LILIANA MORALES (REPRESENTATIVE) AND UNDERWOOD DRAFTING & SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 2717 South First Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-12 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of July 2025.

ADOPTED on this the 21st day of July 2025.

EFFECTIVE DATE on this the 21st day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

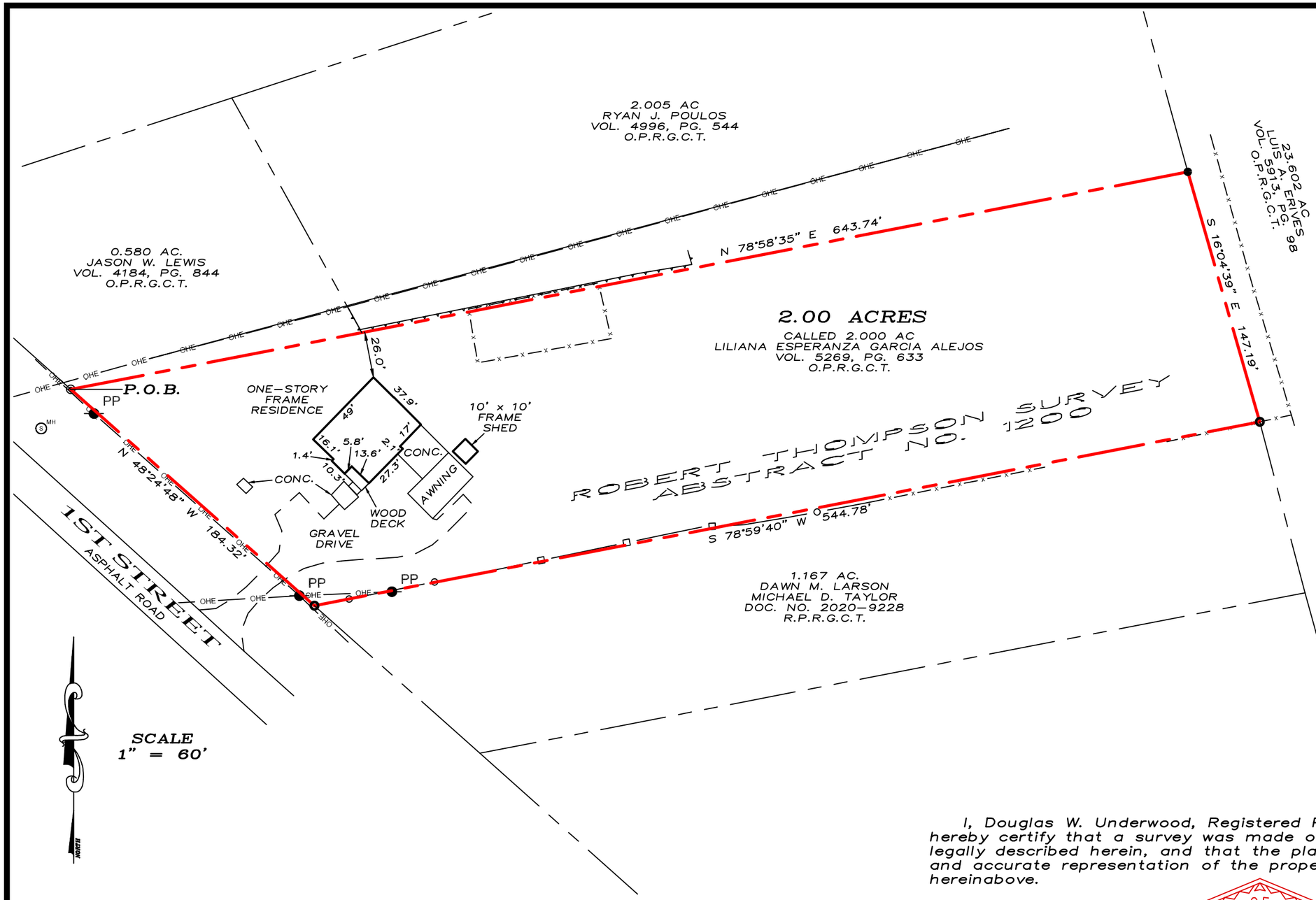
BY: _____
LEAH ROBERTS,
EXEC. DIR. OF ADMINSTRATION
ACTING CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

JOB NO. 25030300
FW: AM – DFT: EB



LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
○	1" PIPE FOUND
PP	POWER POLE
(S) MH	SEWER MANHOLE
	BOUNDARY LINE
	PROPERTY LINE
—x—x—x—	BARBWIRE FENCE
—○—	CHAINLINK FENCE
—□—	STOCKADE FENCE
—OHE—	OVERHEAD ELEC.

SEE LEGAL ATTACHED

SCALE
1" = 60'

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/01/25

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright © 2025
Underwood Drafting & Surveying, Inc.
All rights reserved.

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

UNDERWOOD
DRAFTING & SURVEYING, INC.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Robert Thompson Survey, Abstract No. 1200, and being a retracement survey of that 2.000 acre tract of land conveyed to Liliana Esperanza Garcia Alejos as recorded in Volume 5269, Page 633, Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

EXHIBIT A

Beginning at a ½" steel rod found for the northwest corner of said 2.000 acre tract, common to the southwest corner of that 0.580 acre tract of land conveyed to Jason W. Lewis as recorded in Volume 4184, Page 844, said Official Public Records, said point also being in the easterly Right-of-Way line of 1st Street;

Thence North 78°58'35" East, with the northerly line of said 2.000 acre tract, and with the southerly line of said 0.580 acre tract, and with the southerly line of that 2.005 acre tract of land conveyed to Ryan J. Poulos as recorded in Volume 4996, Page 544, said Official Public Records, a distance of 643.74 feet to a ½" steel rod set for the northeast corner of said 2.000 acre tract, common to the southeast corner of said 2.005 acre tract, said point also being in the westerly line of that 23.602 acre tract of land conveyed to Luis A. Erives as recorded in Volume 5913, Page 98, said Official Public Records;

Thence South 16°04'39" East, with the easterly line of said 2.000 acre tract, and with the westerly line of said 23.602 acre tract, a distance of 147.19 feet to a 1" pipe found for the southeast corner of said 2.000 acre tract, common to the northeast corner of that 1.167 acre tract of land conveyed to Dawn M. Larson and Michael D. Taylor as recorded in Document Number 2020-9228, Real Property Records, Grayson County, Texas;

Thence South 78°59'40" West, with the southerly line of said 2.000 acre tract, and with the northerly line of said 1.167 acre tract, a distance of 544.78 feet to a 1" pipe found for the southwest corner of said 2.000 acre tract, common to the northwest corner of said 1.167 acre tract, said point being in the easterly Right-of-Way line of said 1st Street;

Thence North 48°24'48" West, with the westerly line of said 2.000 acre tract, and with the easterly Right-of-Way line of said 1st Street, a distance of 184.32 feet to the Point of Beginning and containing 2.00 acres of land, more or less.

All 1/2" steel rods set with a plastic yellow cap stamped "RPLS 4709"

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

04/04/2025

3404 INTERURBAN ROAD • DENISON, TEXAS 75021 • 903-465-2151 • FAX 903-465-2152

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2717 S FIRST ST

N
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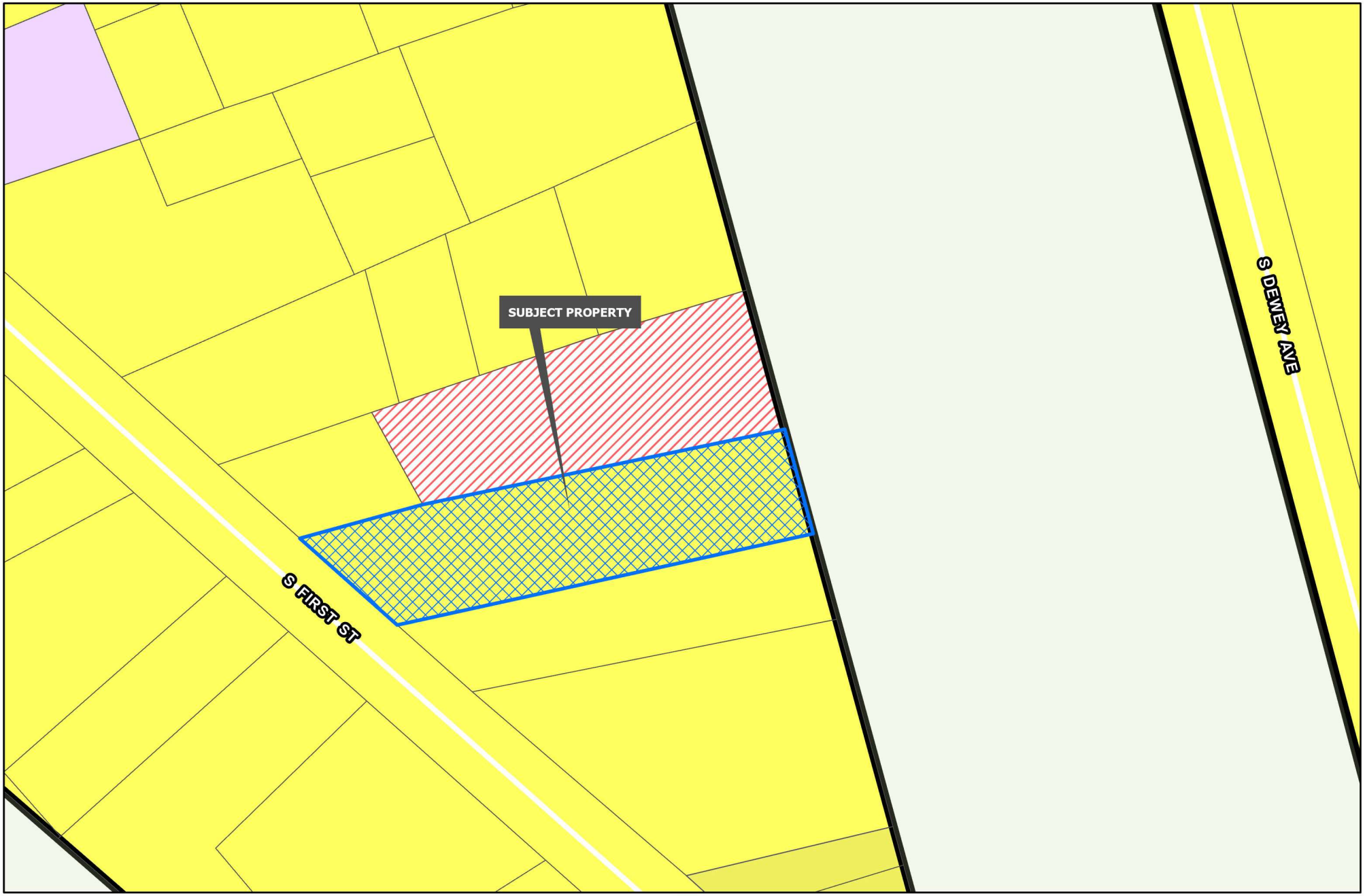
Date: 5/25/2025 10:05 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
2717 S FIRST ST

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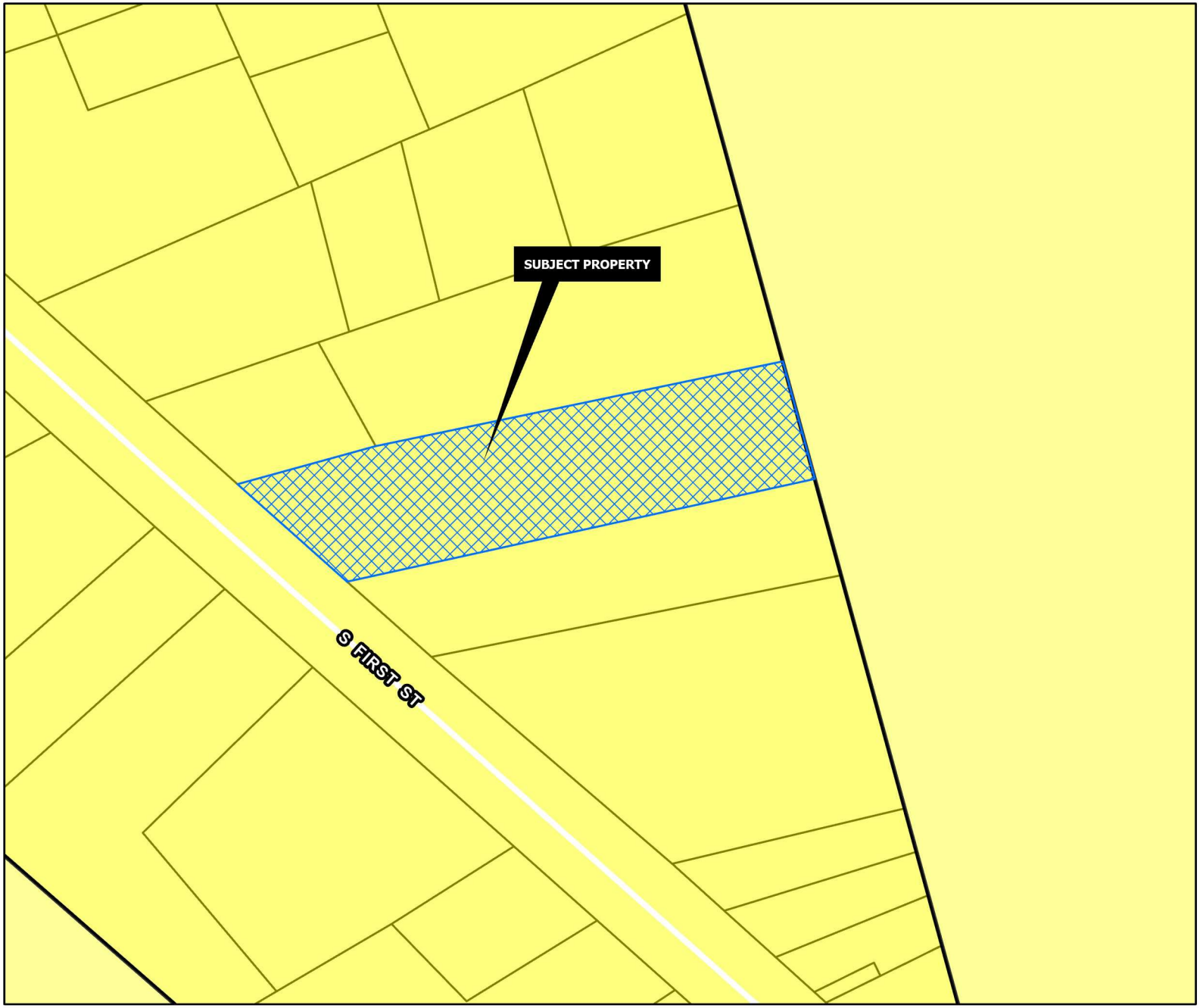
Date: 5/25/2025 10:05 AM



SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
2717 S FIRST ST

N
W E
S

Date: 5/25/2025 10:05 AM

2717 S FIRST STREET

Project Narrative

S&M Elevations - Single-Family Residential Home

Property Address: 2717 S First St, Sherman, TX

Zoning: R-12 - Single-Family Residential

Lot Size: 2.00 acres (approx. 87,120 sq ft)

Proposed Structure: 1-Story Single-Family Home

Total Living Area: ~2,500-2,700 sq ft

Bedrooms: 4

Bathrooms: 3

Parking: 3-Car Covered Carport

Project Description:

S&M Elevations proposes the construction of a new single-family residence at 2717 S First St, Sherman, TX, on a 2.00-acre lot zoned R-12 (Single-Family Residential). The proposed development will conform to all zoning requirements for setbacks, lot coverage, and allowable uses under the R-12 district.

The home will be approximately 2,500 to 2,700 square feet in size and will include the following features:

- 4 bedrooms
- 3 full bathrooms
- Open-concept living, dining, and kitchen areas
- Laundry/mudroom
- 3-car covered carport
- Covered front porch and rear patio for outdoor living

Site Work:

The site will be prepared with proper grading and drainage to maintain natural flow patterns and comply with local engineering standards. Utility connections (water, sewer, and electric) will be installed as required. Erosion control measures and tree protection (if applicable) will be maintained throughout the project.

Code Compliance:

All construction will meet or exceed requirements of:

- 2021 International Residential Code (IRC)
- 2021 International Energy Conservation Code (IECC)
- City of Sherman local amendments and ordinances
- R-12 zoning regulations as adopted by the City of Sherman

Utilities:

Utility service connections will be coordinated with the City of Sherman and all applicable providers. Water, sanitary sewer, and electrical service will be extended to serve the residence per current city specifications.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.7.

Meeting Date: 7/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6853

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.163 acres being Lot 5, Block 19, Supplemental Plat of Block 19, South Sherman, City Of Sherman, Grayson County, Texas, Located at 1818 South Montgomery Street, Heretofore C-1 (Retail Business) District; Rezoning And Placing The Tract In An R-5 (Single Family Residential) District Zoning Classification, Claudia Ledezma (Owner), Javiar Veleta Ledezma (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.163 acres of land located at 1818 South Montgomery Street from a C-1 (Retail Business) District to an R-5 (Single Family Residential) District

Background:

The property is located at 1818 South Montgomery Street between East Forest Avenue and East Park Avenue. The owner is requesting a Zone Change from an C-1 (Retail Business) District to an R-5 (Single Family Residential) District.

This is consistent with the neighborhood and a more appropriate zoning.

At the June 17, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved

Capital Improvement Program:

N/A

Origination:

Claudia Ledezma (Owner), Javiar Veleta Ledezma (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

Staff has no objection to the approval of the Zone Change.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. - 2025-07-16T110720.281
2. Exhibit A - Survey and Legal Description
3. Signed Survey
4. Location Map
5. Zoning Map
6. Future Land Use Map
7. Staff Review Letter (English)
8. Staff Review Letter (Spanish)
9. Ordinance No. 6853

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.163 ACRES BEING LOT 5, BLOCK 19, SUPPLEMENTAL PLAT OF BLOCK 19, SOUTH SHERMAN, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1818 SOUTH MONTGOMERY STREET, HERETOFORE C-1 (RETAIL BUSINESS) DISTRICT REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, CLAUDIA LEDEZMA (OWNER), JAVIAR VELETA LEDEZMA (REPRESENTATIVE) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 1818 South Montgomery Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of July 2025.

ADOPTED on this the 21st day of July 2025.

EFFECTIVE DATE on this the 21st day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

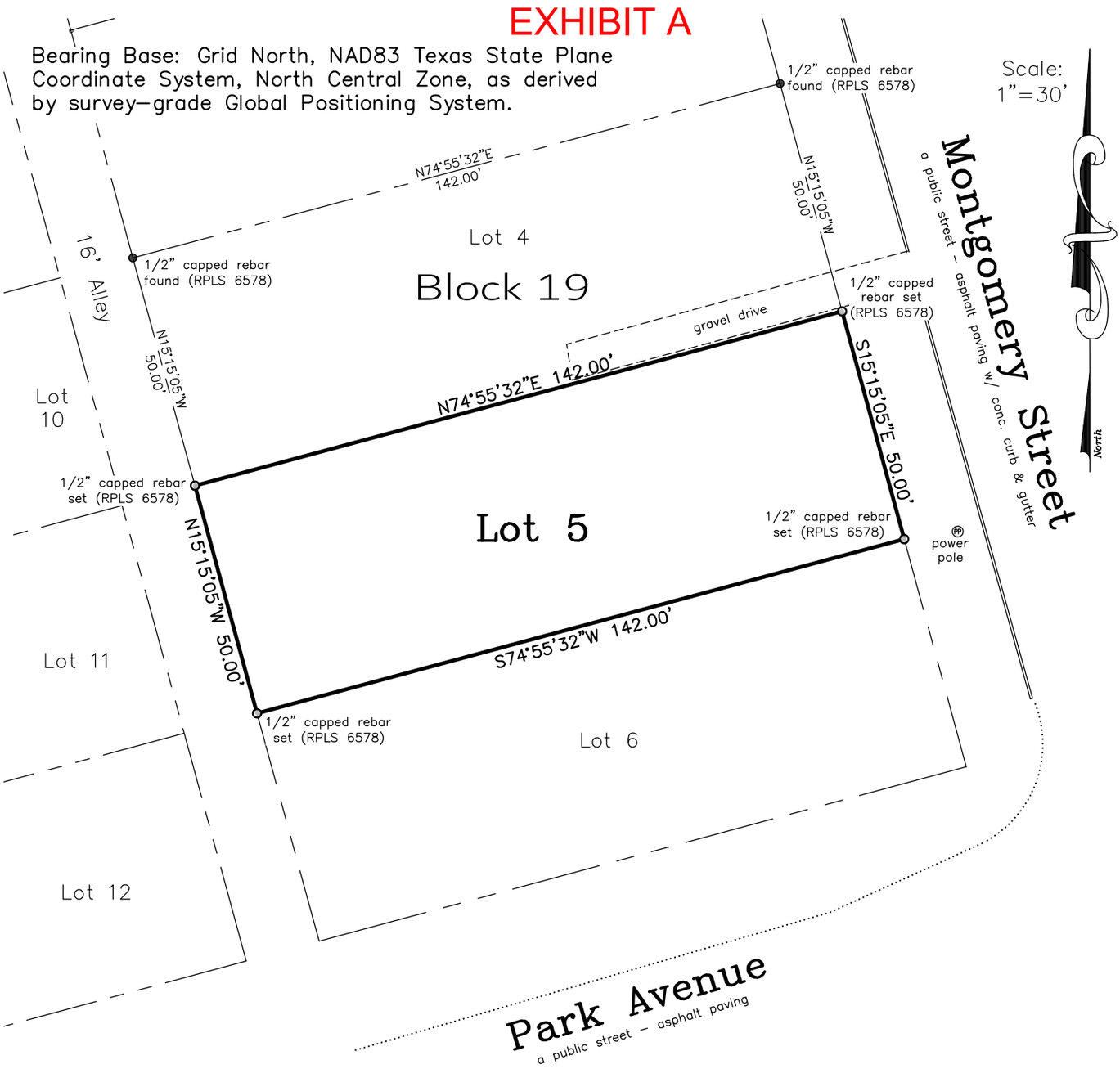
BY: _____
LEAH ROBERTS,
EXEC. DIR. OF ADMINISTRATION,
ACTING CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

Bearing Base: Grid North, NAD83 Texas State Plane Coordinate System, North Central Zone, as derived by survey-grade Global Positioning System.



Owner: Douglas Distributing Company

Address: 1818 S. Montgomery Street
Sherman, Texas

This survey is for the sole benefit of the Owners stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief.

Legal Description is as follows: Lot 5, Block 19, Supplemental Plat of Block 19, South Sherman, otherwise known as South Side Addition to the City of Sherman, Texas, as per plat of record in Volume 231, Page 112, Deed Records, Grayson County, Texas.

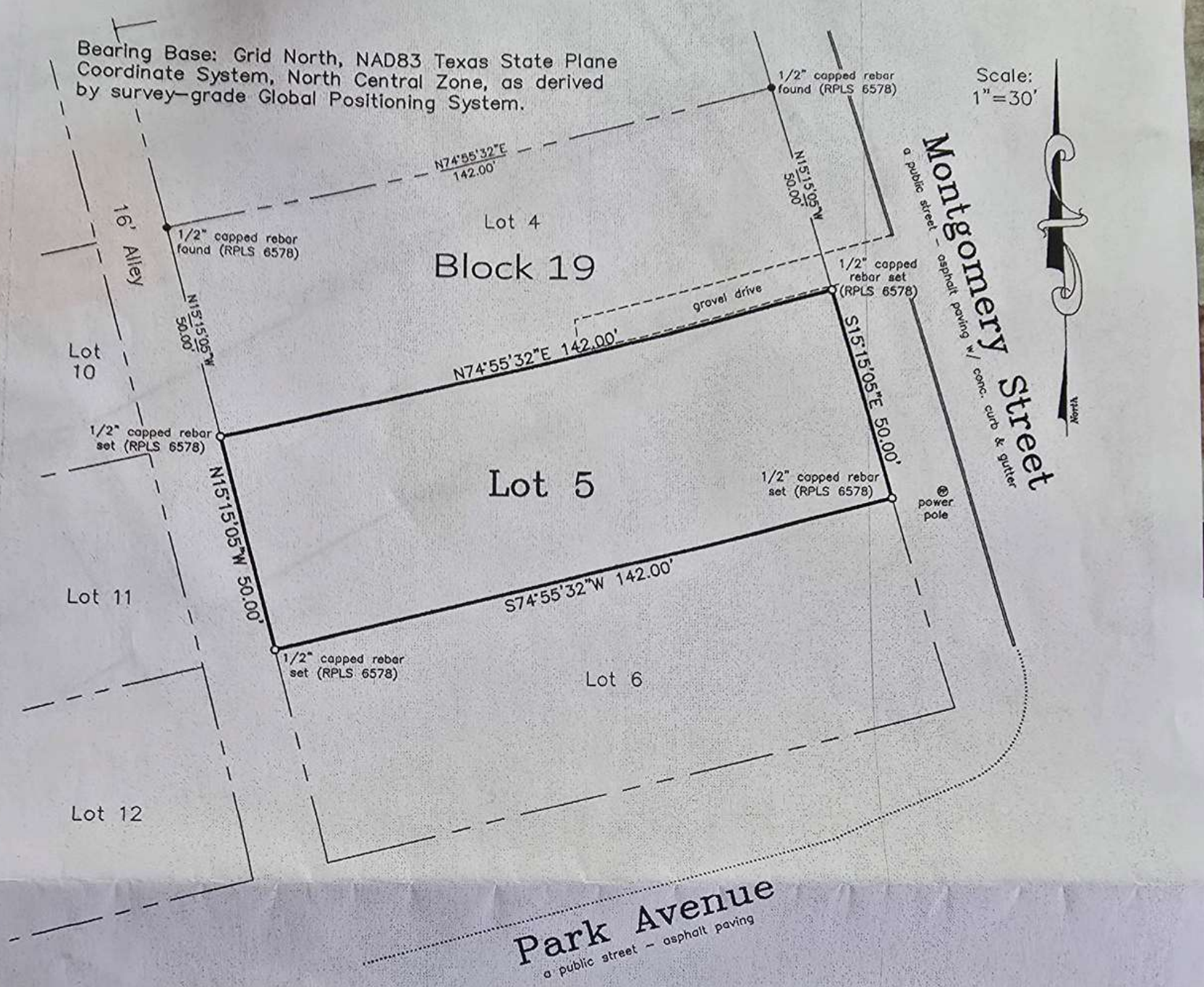
The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0405 G, Revised Date: September 1, 2022.

Note: This survey was done without the benefit of a title commitment.

Job No. AGS090124

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: January 8, 2024



Owner: Douglas Distributing Company

Address: 1818 S. Montgomery Street
Sherman, Texas

This survey is for the sole benefit of the Owners stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

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Legal Description is as follows: Lot 5, Block 19, Supplemental Plat of Block 19, South Sherman, otherwise known as South Side Addition to the City of Sherman, Texas, as per plat of record in Volume 231, Page 112, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0405 G, Revised Date: September 1, 2022.

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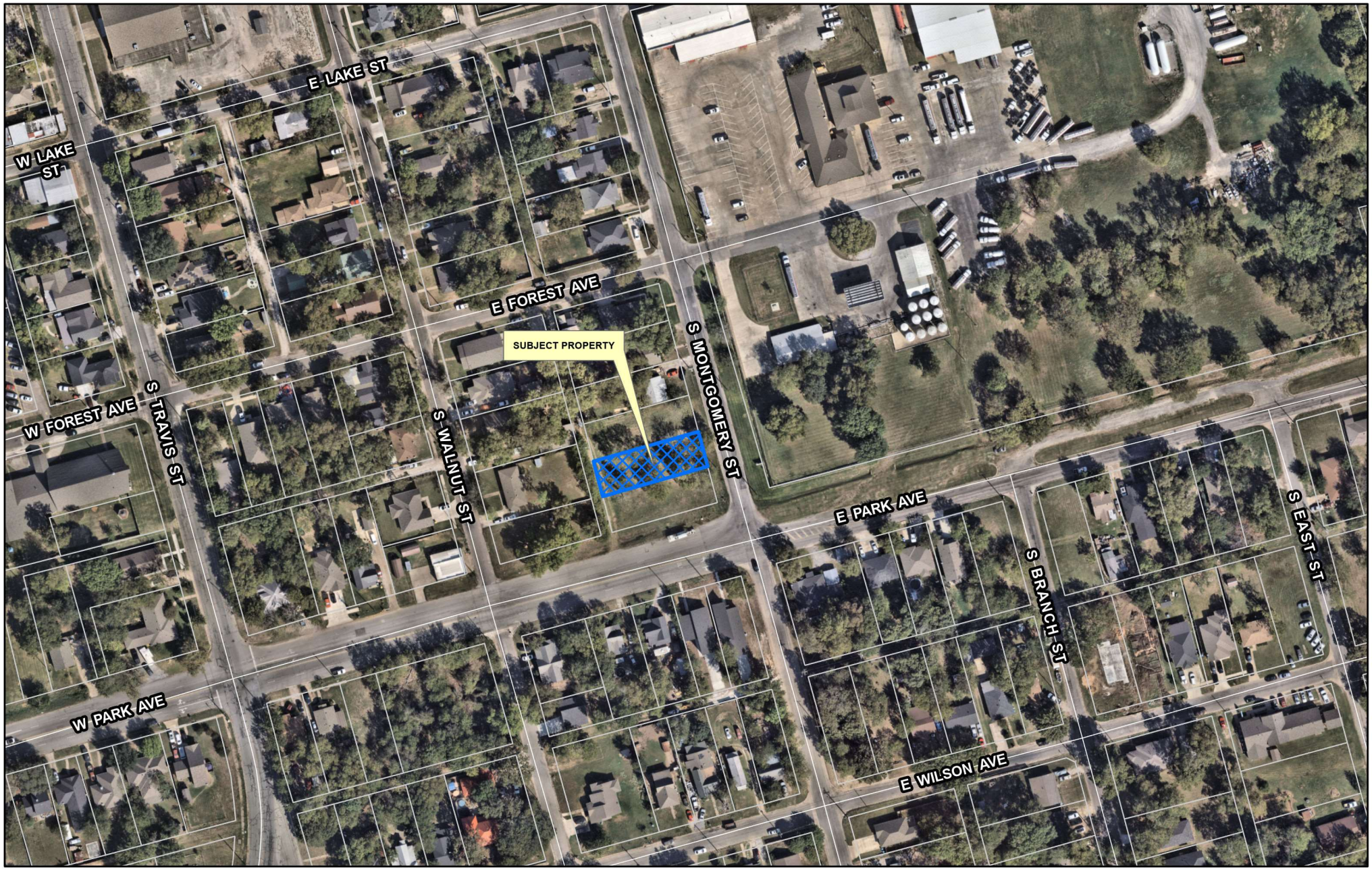
Job No. AGS090124

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
Firm Registration No. 10088100

STATE OF TEXAS REGISTERED KATE A. WAGNER 6578 PROFESSIONAL LAND SURVEYOR

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: January 8, 2024



Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1818 S MONTGOMERY ST

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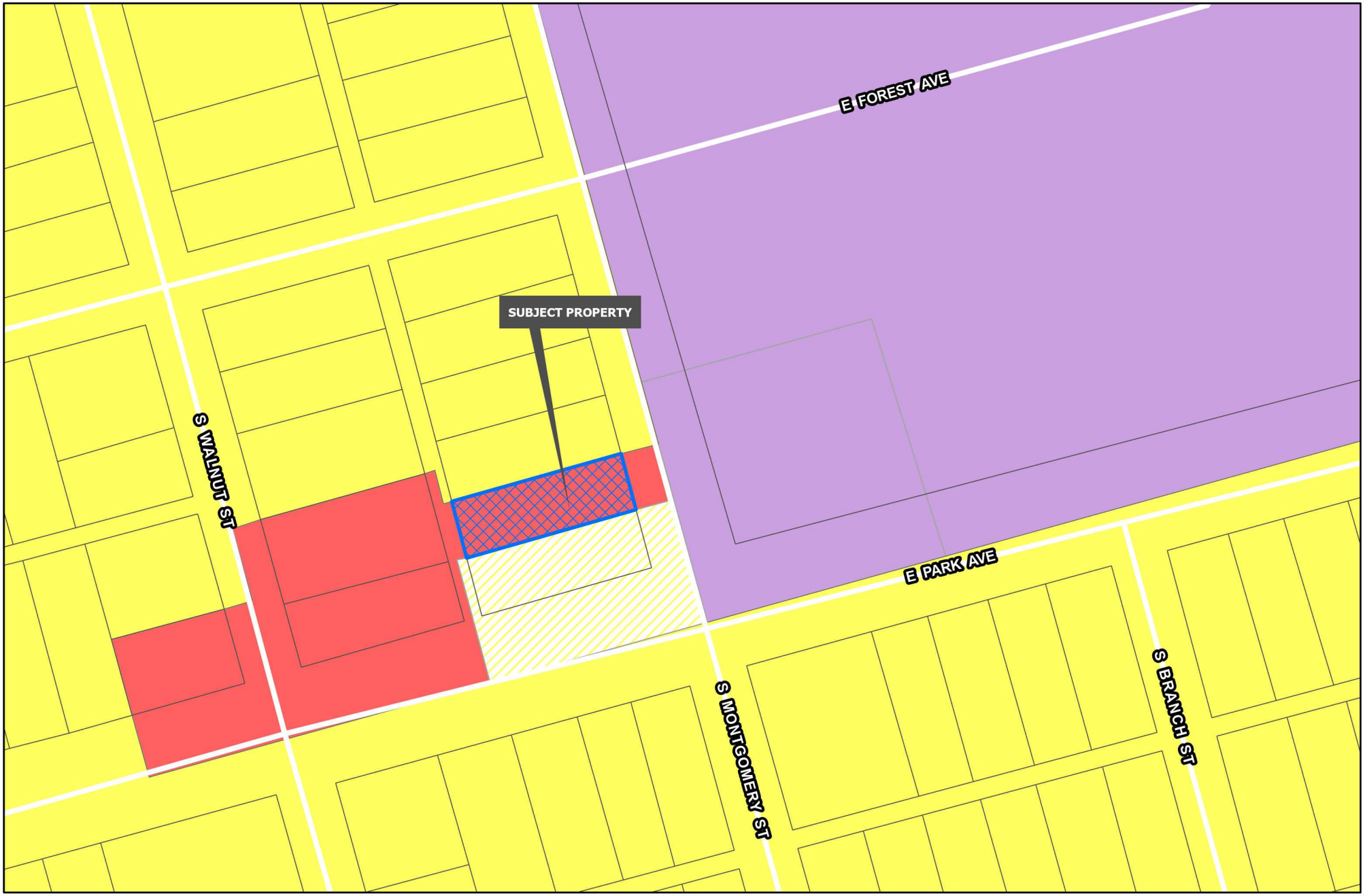

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
ZONING MAP
1818 S MONTGOMERY ST

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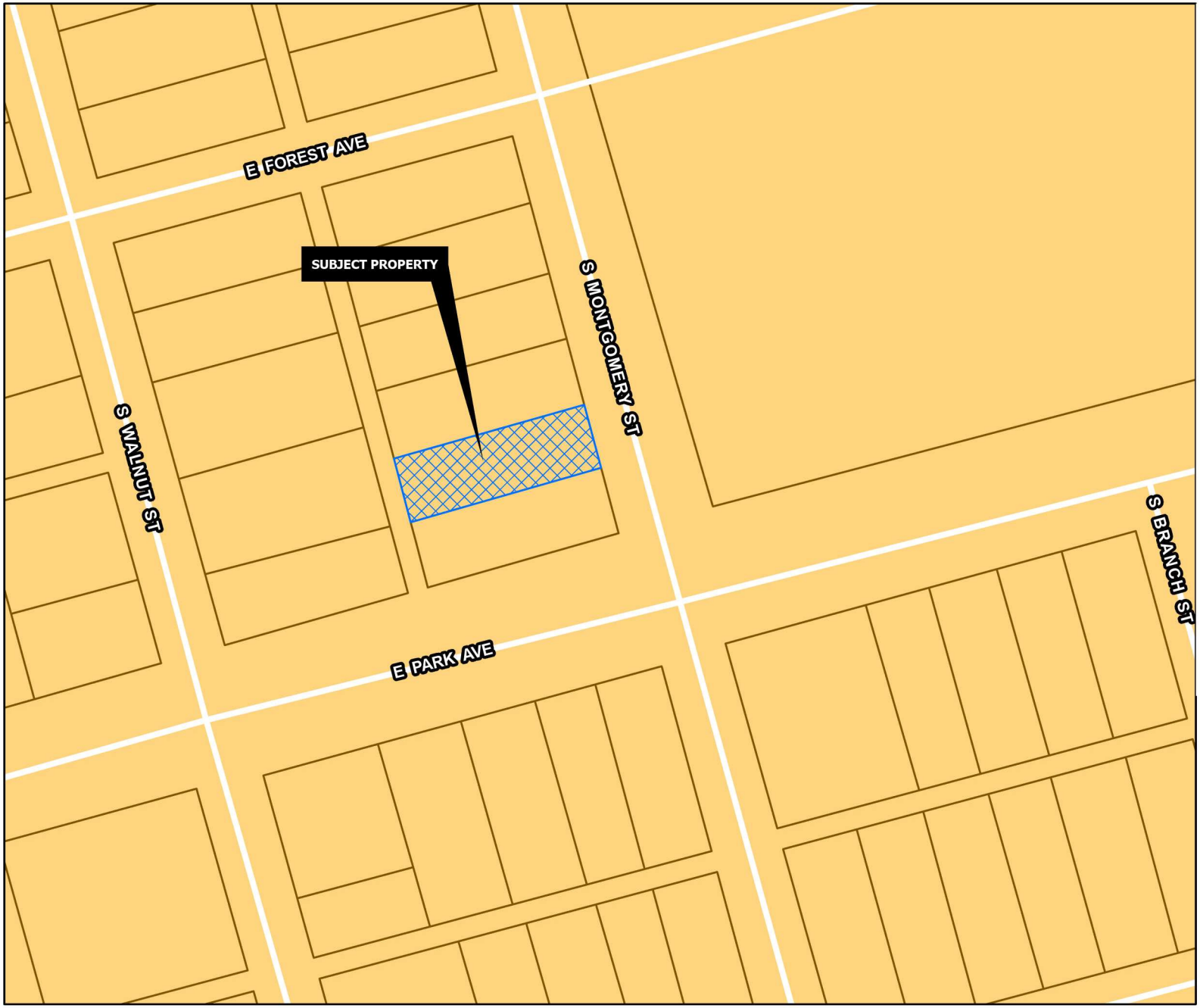

CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Road Names All
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
1818 S MONTGOMERY ST

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Date: 5/25/2025 10:05 AM

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

June 10, 2025

Sent via Email

Javiar Ledezma
1808 S. Montgomery St.
Sherman, TX 75090

Dear Applicants,

The request of a Public Hearing and Zone Change from a C-1 (Retail Business) District to an R-5 (Single Family Residential) District located at 1818 South Montgomery Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, June 17, 2025, at 5:00 P.M., in the Municipal Ballroom at 405 North Rusk Street.

City staff has reviewed your request, and the following items need to be noted/addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Impact fees will be required at the time of building permit application. *(Chapter 13, Article. 13.11)*
3. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.

Engineering

4. Subject property does not have direct access to public water main. Extension of water main from Forest Avenue to southernmost property line of the subject property by developer is required prior to building permit being issued. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.005*
5. Subject property does not have direct access to public wastewater main. Extension of wastewater main to southernmost property line of subject property by developer is required prior to building permit being issued. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10.03.005*
6. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9*

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Development Services by emailing planning@cityofsherman.com prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Zachary Flores, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Steven Davis, Asst. Fire Marshal
Amber Doan, Engineering Coordinator
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

June 10, 2025

Sent via Email

Javiar Ledezma
1808 S. Montgomery St.
Sherman, TX 75090

Estimados solicitantes,

La solicitud de una Audiencia Pública y Cambio de Zona de un Distrito C-1 (Negocio Minorista) a un Distrito R-5 (Residencial Unifamiliar) ubicado en 1818 South Montgomery Street ha sido programada para ser escuchada por la Comisión de Planificación y Zonificación el martes 17 de junio de 2025, a las 5:00 p.m., en el Salón de Baile Municipal en 405 North Rusk Street.

El personal de la ciudad ha revisado su solicitud y es necesario anotar / abordar los siguientes elementos:

Zonificación:

1. Cumplimiento de las ordenanzas, reglamentos, normas y reglas aplicables de la Ciudad y otras leyes, tal como existan o puedan ser enmendadas, incluidas, entre otras, la Ordenanza de Zonificación / Código de Ordenanzas de la Ciudad Capítulo 14.

2. Se requerirán tarifas de impacto en el momento de la solicitud del permiso de construcción. *(Capítulo 13, Artículo 13.11)*

3. El uso de la propiedad debe cumplir con todas las Leyes y Regulaciones Federales y Estatales y con todas las Ordenanzas, Reglas y Regulaciones de la Ciudad de Sherman.

Ingeniería

4. La propiedad en cuestión no tiene acceso directo a la red pública de agua. Se requiere la extensión de la tubería principal de agua desde Forest Avenue hasta la línea de propiedad más al sur de la propiedad en cuestión por parte del desarrollador antes de que se emita el permiso de construcción. *Código de Ordenanzas, Capítulo 13, Sec. 13.07.282; Capítulo 10.03.005*

5. La propiedad en cuestión no tiene acceso directo a la red pública de aguas residuales. Se requiere la extensión de la tubería principal de aguas residuales hasta el límite más al sur de la propiedad en cuestión por parte del desarrollador antes de que se emita el permiso de construcción. *Código de Ordenanzas, Capítulo 13, Sec. 13.07.282; Capítulo 10.03.005*

6. Los planos de Ingeniería Civil se proporcionarán al Departamento de Ingeniería para su revisión y aprobación. Los requisitos para la presentación del Plan Civil se pueden encontrar en la Guía de Desarrollo en el sitio web de la Ciudad de Sherman. *Código de Ordenanzas, Capítulo 10.04; Manual de Normas de Diseño de Ingeniería Sec. 1.9*

Es política de la Comisión de Planificación y Zonificación y de la Junta de Ajuste no considerar una solicitud a menos que el solicitante o su representante asista a la reunión en la que se considera la solicitud. Por la presente se le notifica que presente su caso en la fecha y hora indicadas anteriormente.

Si necesita información adicional o aclaraciones, no dude en ponerse en contacto con los Servicios de Desarrollo enviando un correo electrónico planning@cityofsherman.com antes de la reunión.

Respetuosamente

Rob Rae
Acting Secretary, Planning and Zoning Board and Board of Adjustment

cc: Zachary Flores, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Steven Davis, Asst. Fire Marshal
Amber Doan, Engineering Coordinator
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

ORDINANCE NO. 6853

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.163 ACRES BEING LOT 5, BLOCK 19, SUPPLEMENTAL PLAT OF BLOCK 19, SOUTH SHERMAN, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1818 SOUTH MONTGOMERY STREET, HERETOFORE C-1 (RETAIL BUSINESS) DISTRICT REZONING AND PLACING THE TRACT IN THE R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, CLAUDIA LEDEZMA (OWNER), JAVIAR VELETA LEDEZMA (REPRESENTATIVE) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 1818 South Montgomery Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-5 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 21st day of July 2025.

ADOPTED on this the 21st day of July 2025.

EFFECTIVE DATE on this the 21st day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS,
EXEC. DIR. OF ADMINISTRATION,
ACTING CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.8.

Meeting Date: 7/21/2025

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6854

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.24 acres being Lot 5R, Block 3, Rivera & Cintron Addition, City Of Sherman, Grayson County, Texas, Located at 708 South Montgomery Street, Heretofore MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-2F (Duplex Residential) District. Zoning Classification, Alpha Rock Holdings, LLC (Owner), Adeyinka Filani (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.24 acres of land located at 708 South Montgomery Street from an MF-30 (Multi Family Residential) District to a R-2F (Duplex Residential) District.

Background:

The property is located at 708 South Montgomery Street between South Wells Avenue and East Sparrow Lane. The owner is requesting a Zone Change from an MF-30 (Multi Family Residential) District to R-2F (Duplex Residential) District.

The size of this lot will not allow for it to be used as MF-30. The owner is looking to improve this vacant property with a duplex.

At the June 17, 2025 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved

Capital Improvement Program:

N/A

Origination:

Alpha Rock Holdings, LLC (Owner), Adeyinka Filani (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

Staff has no objection to the approval of the Zone Change.

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6854
2. Exhibit A - Survey and Legal Description
3. Location Map
4. Zoning Map
5. Future Land Use Map
6. Property Notification Sign
7. Project Narrative
8. Site Plan
9. Building Elevation

ORDINANCE NO. 6854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISITING OF 0.24 ACRES BEING LOT 5R, BLOCK 3, RIVERA & CINTRON ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 708 SOUTH MONTGOMERY STREET, HERETOFORE MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT REZONING AND PLACING THE TRACT IN THE R-2F (DUPLEX RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, ALPHA ROCK HOLDINGS, LLC (OWNER), ADEYINKA FILANI (REPRESENTATIVE) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 708 South Montgomery Street, and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-2F (Duplex Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

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SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

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SHAWN TEAMANN, MAYOR

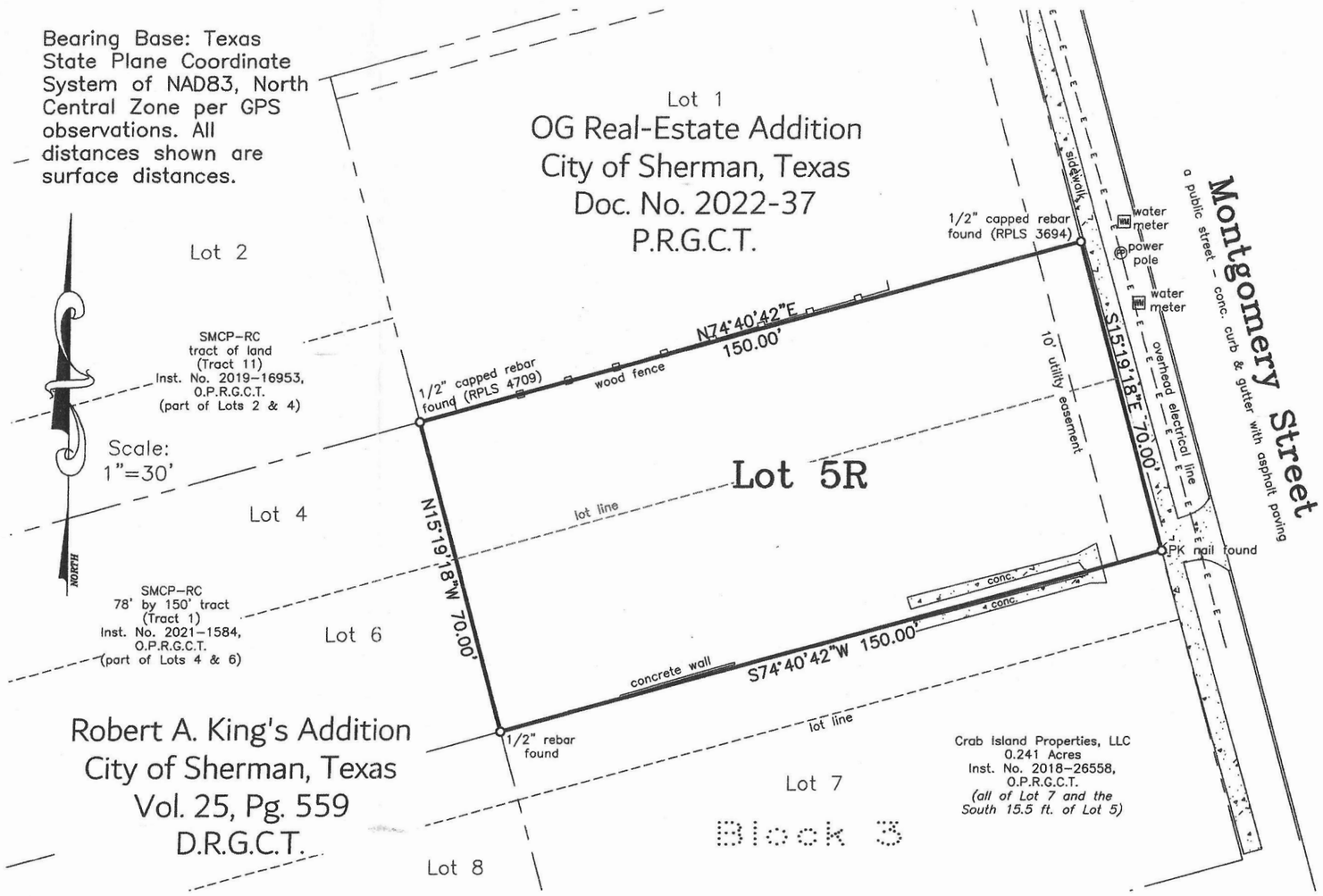
ATTEST:

BY: _____
LEAH ROBERTS,
EXEC. DIR. OF ADMINISTRATION,
ACTING CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



Owner: S. Montgomery, LLC

Buyer: Alpha Rock Holding, LLC
Alpha Rock Holdings, LLC

Address: 708 S. Montgomery Street
Sherman, Texas

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereon and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 3, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief.

Legal Description is as follows: Lot 5R, Block 3, Rivera & Cintron Addition to the City of Sherman, Texas, as per plat of record in Doc. No. 2022-6, Plat Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0290 G, Revised Date: September 1, 2022.

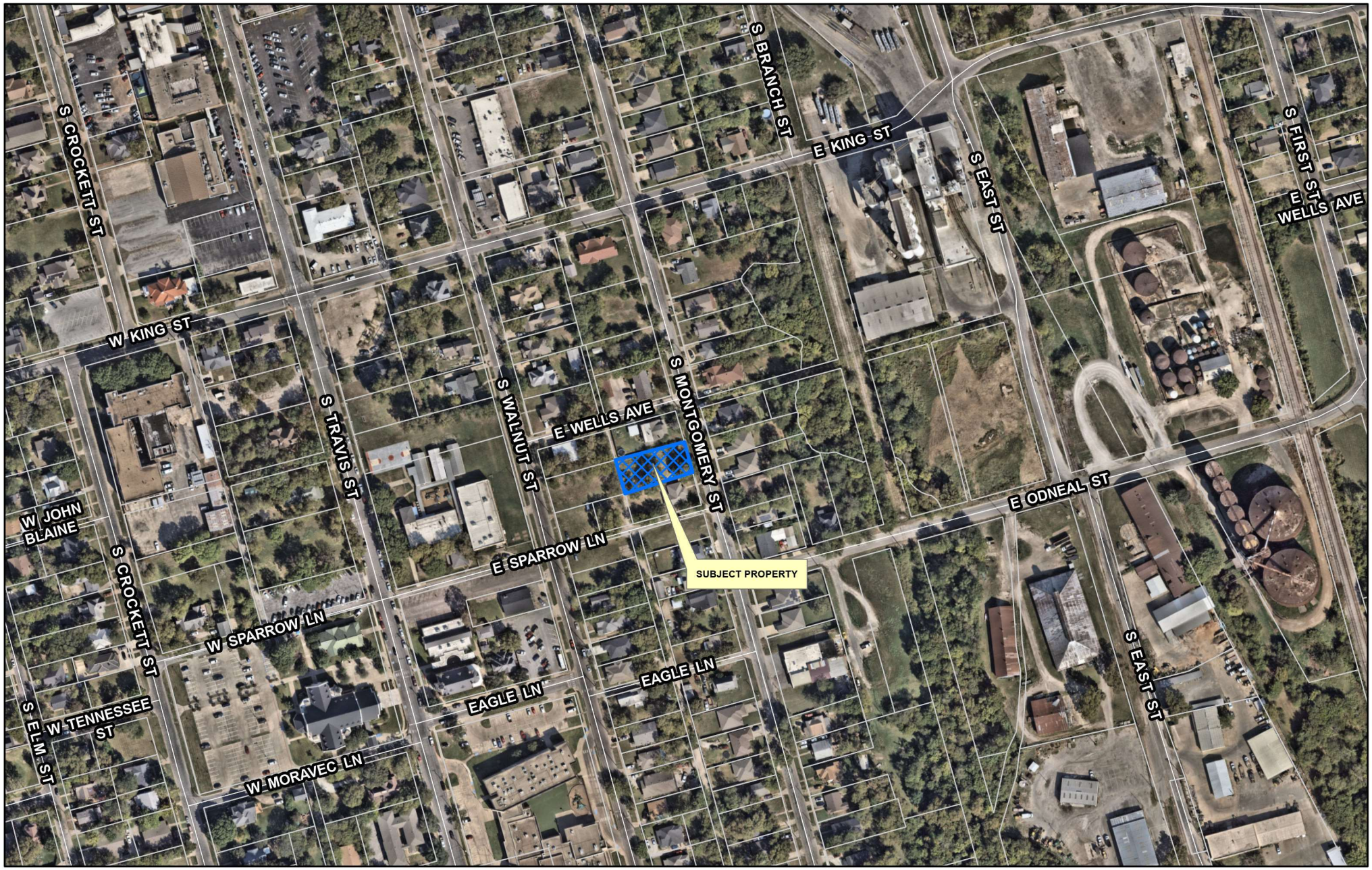
STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: November 21, 2024

Job No. AGS481124

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

This survey is for the sole benefit of the Owners and Buyers Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.



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City of Sherman, Texas
Development Services Department

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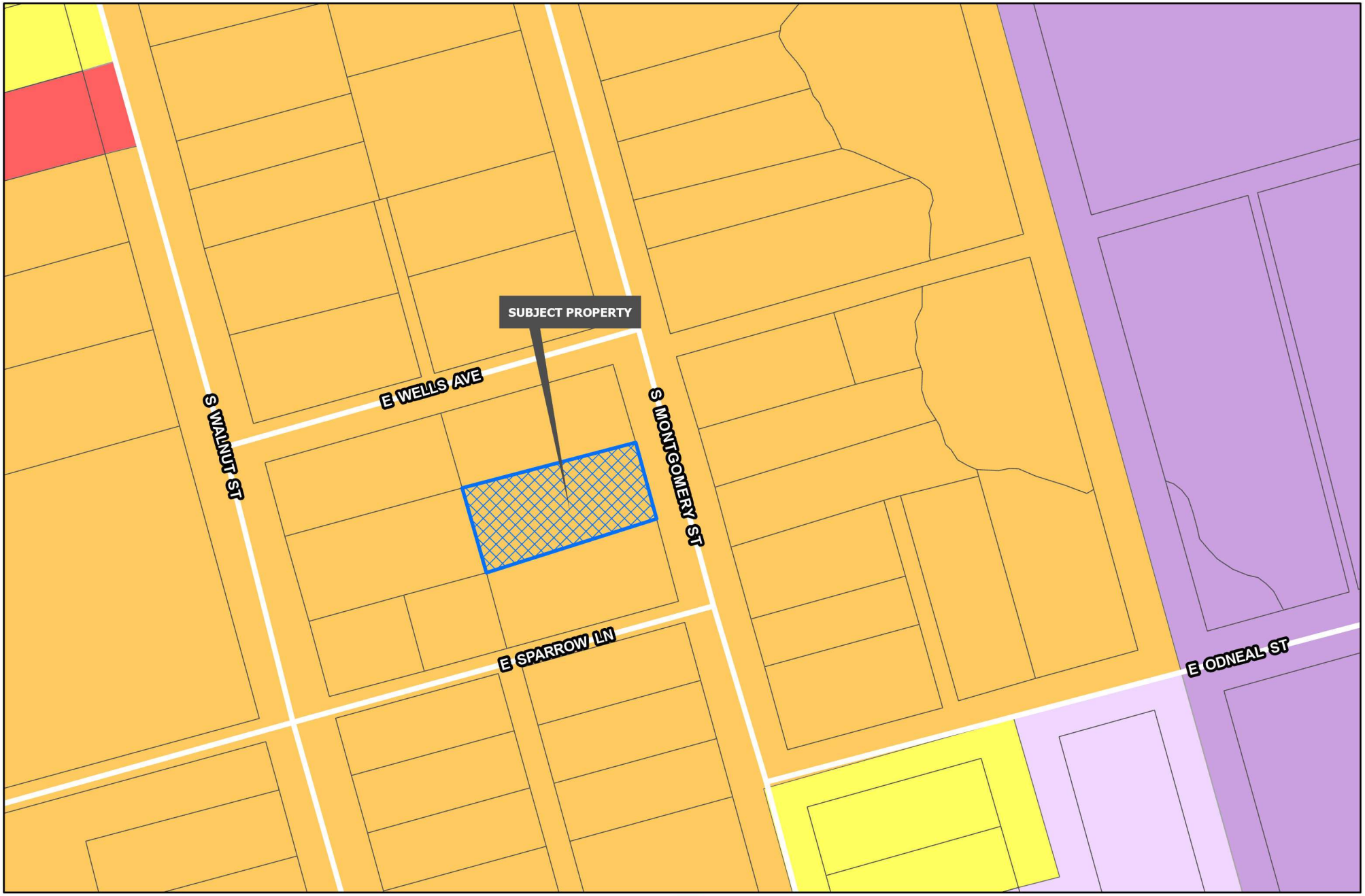

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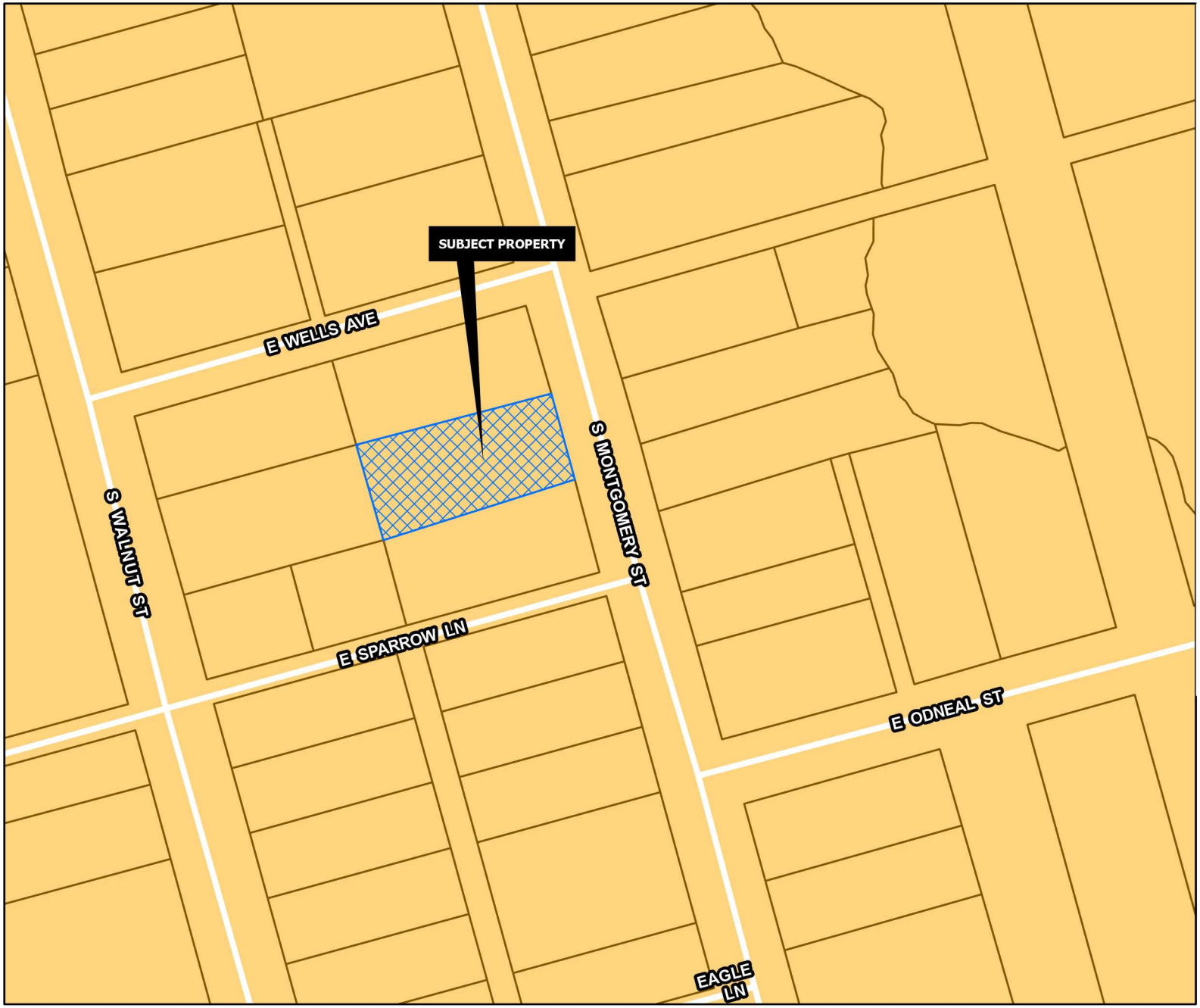

CORE NEIGHBORHOOD

Intent & Character

The Core Neighborhood category is intended to protect and enhance the existing residential areas of Sherman. This area is generally located in the center of the city, east and west of US-75. A majority of the Core Neighborhood category encompasses what is known as east Sherman. This category encourages infill development that maintains the existing character, while increasing the aesthetic appeal of the community. In certain areas, an increase in density can be appropriate through the development of single-family attached products, like townhomes or quad-plexes.

Appropriate Land Use Types

- Single-family detached
- Single-family attached
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Single-Family Residential (R-5, R-4, R-2F, and R-TH)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Retail Business
- Neighborhood Commercial

Considerations

- Infill that increases density should match the character of the surrounding structures.
- Small-scale commercial uses are appropriate along larger streets and should be compatible with the surrounding residential development.

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- Road Names All
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
708 S MONTGOMERY ST

N
W E
S

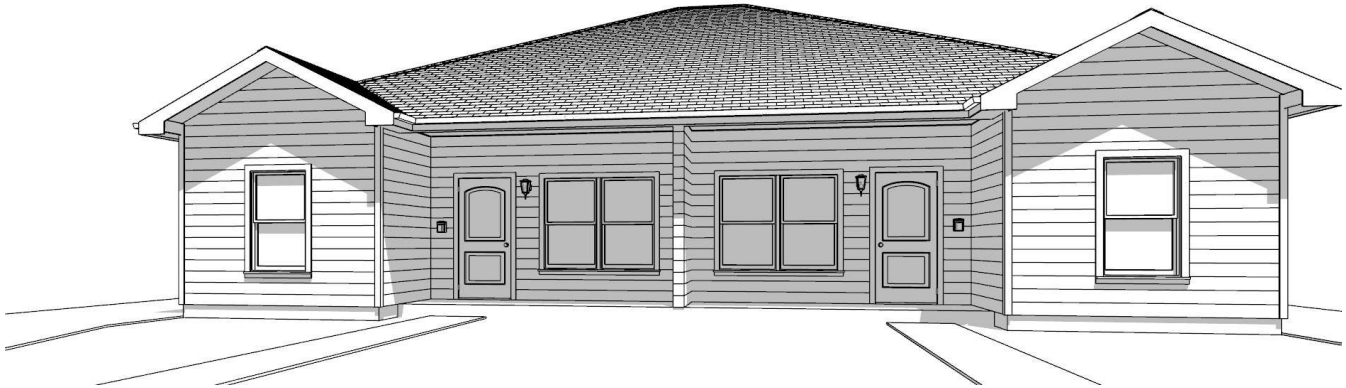
Date: 5/25/2025 10:05 AM

708 S MONTGOMERY

708 S MONTGOMERY

Project Narrative for 708 S. Montgomery St, Sherman TX 75090

Project is the construction of a duplex with one car detached garage. The request for zone change is to be able to fulfil the City's requirements for permit application. The lot was originally zoned for MF-30, but the size of the lot does not meet City's requirement. Hence the request for rezoning to R-2F (Duplex Residential) since it meets the zoning requirement.



PERSPECTIVE VIEW

NEW DUPLEX RESIDENCE

GENERAL NOTES:

THE BUILDER SHALL VERIFY THAT SITE CONDITIONS ARE CONSISTENT WITH THESE PLANS BEFORE STARTING WORK. WORK NOT SPECIFICALLY DETAILED SHALL BE CONSTRUCTED TO THE SAME QUALITY AS SIMILAR WORK THAT IS DETAILED. ALL WORK SHALL BE DONE IN ACCORDANCE WITH INTERNATIONAL BUILDING CODES AND LOCAL CODES.

WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. THE ENGINEER/DESIGNER SHALL BE CONSULTED FOR CLARIFICATION IF SITE CONDITIONS ARE ENCOUNTERED THAT ARE DIFFERENT THAN SHOWN, IF DISCREPANCIES ARE FOUND IN THE PLANS OR NOTES, OR IF A QUESTION ARISES OVER THE INTENT OF THE PLANS OR NOTES. CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS).

PLEASE SEE ADDITIONAL NOTES CALLED OUT ON OTHER SHEETS.

BUILDING PERFORMANCE:

HEAT LOSS CALCULATIONS SHALL COMPLY WITH THE REQUIREMENTS OF REGIONAL AND LOCAL CODES. SEE CALCULATIONS. PORCHES, DECKS, FOUNDATION, FIREPLACE ENCLOSURES, AND GARAGE AREAS NOT INCLUDED IN LIVING AREA. ALL EXHAUST FANS TO BE VENTED DIRECTLY TO THE EXTERIOR. ALL PENETRATIONS OF THE BUILDING ENVELOPE SHALL BE SEALED WITH CAULK OR FOAM.

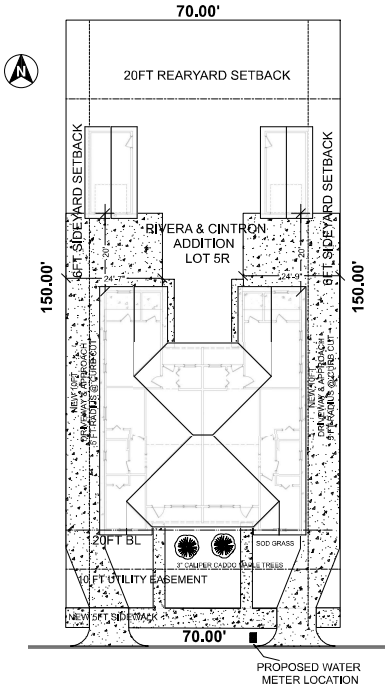
AREA TOTALS

LIVING SPACE = 1233 SQFT
FRONT PORCH =58 SQFT
BACK PORCH = 46 SQFT

EACH UNIT TOTAL = 1337 SQFT

TOTAL BUILDING AREA = 2674

3 BED/ 2 BATH UNITS
9FT CEILING HEIGHT
UNLESS NOTED OTHERWISE



708 S MONTGOMERY ST

SITE PLAN
SCALE: 1" = 20'

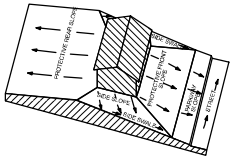
LOT GRADING & DRAINAGE:

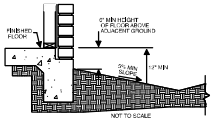
TYPE "B" LOT GRADING
DRAINAGE BOTH TO STREET & TO REAR LOT LINE

ONLY SIDE SWALES ARE NEEDED TO DRAIN BOTH TO THE STREET
AND TO THE REAR LOT LINE. THEY SHOULD EXTEND BACK OF THE LINE
OF THE REAR BUILDING WALL; THEN SPLASH BLOCKS FROM REAR ROOF
DOWNSPOUTS SHOULD BE PLACED TO DIRECT ROOF WATER TO THE
SIDE SWALES FOR DRAINAGE DIRECTLY TO THE ABUTTING STREET.
THUS THE AMOUNT OF WATER CARRIED ON THE REAR SLOPE TO
EASEMENTS OR OTHER PROPERTIES IS KEPT AS SMALL AS POSSIBLE.
THIS REDUCES EROSION AND DISPOSAL PROBLEMS.

A CURB-TOP ON LOT LINE EXTENSION AT HIGHEST LOT CORNER
A-B PARKWAY SLOPE
B-C SIDE SWALE
C-D PROTECTIVE SIDE SLOPE AT EXTENSION OF REAR WALL

*CALL 811 FOR UTILITY LOCATIONS BEFORE DIGGING.





GRADING REQUIREMENT

STATE OF TEXAS
XAVIER CHAPA
42335
LICENSED
PROFESSIONAL ENGINEER

Xavier Chapa
Xavier Chapa Engineering/Surveying
Firm Number F-9156

3/01/2025

CasaBlueprints.
Home Design Studio

DRAWN BY:
CHRIS CHAVEZ
817-819-1342

THIS PLAN SET SHALL COMPLY WITH 2021 IRC, IMC, IPC, IECC & THE 2023 NEC PER THE CITY OF SHERMAN, TEXAS.

PROJECT ADDRESS:
708 S MONTGOMERY ST
SHERMAN, TEXAS

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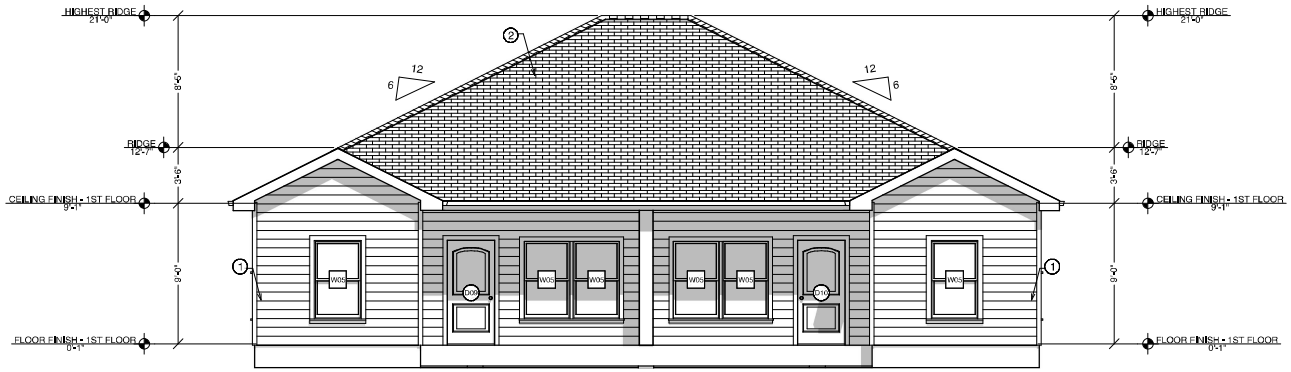
FLOOR PLAN	4
BRACING & CEILING FRAMING	5
SPAN TABLES	6
ROOF LAYOUT & FRAMING	7
ELEVATIONS	8

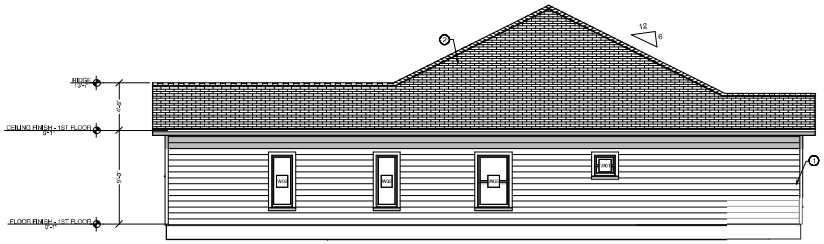
OFFICE:
3644 RYAN AVE
FT.WORTH, TX
76110

DATE:
2/28/25

SHEET:
1

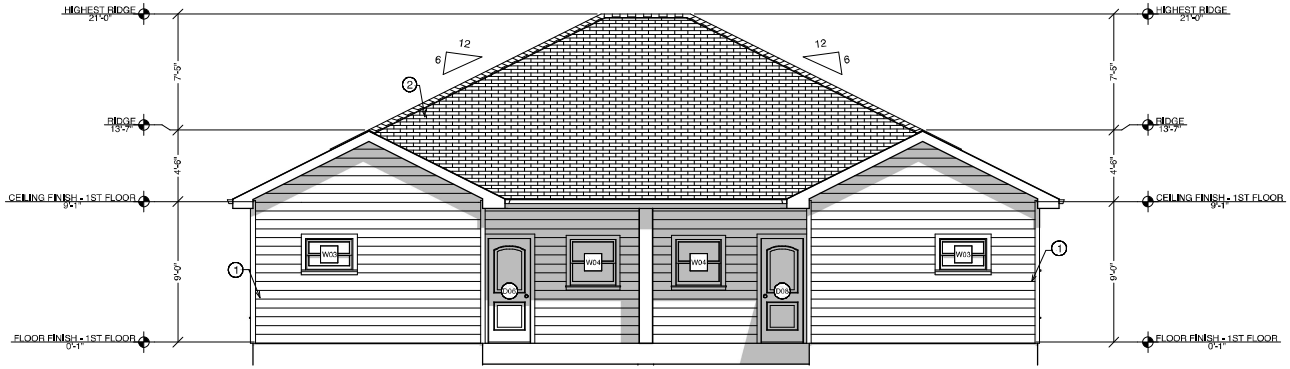


FRONT ELEVATION
SCALE: 3/16" = 1'



LEFT ELEVATION
SCALE: 1/8" = 1'

RIGHT ELEVATION
SCALE: 1/8" = 1'



BACK ELEVATION
SCALE: 3/16" = 1'

CasaBlueprints.
Home Design Studio

DRAWN BY:
CHRIS CHAVEZ
817-819-1342

THIS PLAN SET SHALL COMPLY WITH 2021 IRC, IMC, IPC, IECC & THE 2023 NEC PER THE CITY OF SHERMAN, TEXAS.

PROJECT ADDRESS:
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SHERMAN, TEXAS

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OFFICE:
3644 RYAN AVE
FT.WORTH, TX
76110

DATE:
2/28/25

SHEET:
8

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.1.

Meeting Date: 7/21/2025

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinance No. 6847, 6848, 6849, 6850, 6851, 6852, 6853 & 6854.

Issue:

D. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6847**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 1.15 acres being in the Rueben Hendrix Survey, Abstract No. 504, City Of Sherman, Grayson County, Texas, Located at 2424 Texoma Parkway, Heretofore C-2 (General Commercial) District Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, PHT Hospitality LLC, Pratapbhai R Patel (Owner) and S. Ephraim Osabutey Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

D. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6848**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Hotel or Motel in a C-1 (General Commercial) District, Located At 2424 Texoma Parkway, Consisting of 1.15 acres being in the Rueben Hendrix Survey, Abstract No. 504, City Of Sherman, Grayson County, Texas PHT Hospitality LLC, Pratapbhai R Patel (Owner) and S. Ephraim Osabutey Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6849**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To allow automobile, motorcycle, boat, or trailer sales, new or used in a C-2 (General Commercial) District, Located at 4505 and 4511 Texoma Parkway, Consisting of 2.621 acres being Lot 1, Block 1 of Texoma Center Addition, City Of Sherman, Grayson County, Texas Kurt Himmelreich (Owner), Daniel Hinson (Representative) and Copley Land Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6850**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.08 acres being a portion of Lots 16 and 17, Block 14 of Chaffin's Addition, City Of Sherman, Grayson County, Texas, Located at 814 East Mulberry Street, Heretofore M-2

(Heavy Manufacturing) District; Rezoning And Placing The Tract In The R-4 (Patio Home Residential) District Zoning Classification, Gutierrez Ramirez (Owner) and Burns Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6851**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.703 acres being a Replat of Hilltop Estates, part of Block 6 John Hendrix Survey, Abstract No. 503, City Of Sherman, Grayson County, Texas, Located at 4809 Marshall Street, Heretofore R-6 (SingleFamily Residential) District; Rezoning And Placing The Tract In The M-1 (Light Manufacturing) District Zoning Classification, Dkota Investments, Inc.(Owner) and Preston Trail Land Surveying (Surveyor) Providing for a Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6852**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 2.00 acres being a part of the Robert Thompson Survey, Abstract No. 1200, City Of Sherman, Grayson County, Texas, Located at 2717 South First Street, Heretofore R-6 (Single-Family Residential) District; Rezoning And Placing The Tract In The R-12 (Single Family Residential) District. Zoning Classification, Liliana Garcia (Owner), Darius Stephenson and Liliana Morales (Representative) and Underwood Drafting & Surveying (Surveyor) Providing for a Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6853**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.163 acres being Lot 5, Block 19, Supplemental Plat of Block 19, South Sherman, City Of Sherman, Grayson County, Texas, Located at 1818 South Montgomery Street, Heretofore C-1 (Retail Business) District; Rezoning And Placing The Tract In An R-5 (Single Family Residential) District Zoning Classification, Claudia Ledezma (Owner), Javiar Veleta Ledezma (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6854**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land consisting of 0.24 acres being Lot 5R, Block 3, Rivera & Cintron Addition, City Of Sherman, Grayson County, Texas, Located at 708 South Montgomery Street, Heretofore MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The R-2F (Duplex Residential) District. Zoning Classification, Alpha Rock Holdings, LLC (Owner), Adeyinka Filani (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.1.

Meeting Date: 7/21/2025

Prepared By: Jacob Pannell, Senior Civil Engineer

Approved By: Zachary Flores, Acting City Manager

Caption:

RESOLUTION NO. 7547

Authorizing Execution of a Professional Services Agreement with Cross Engineering Consultants, Inc. for the Crockett Street Lift Station Abandonment

Issue:

To consider a Professional Services Agreement with Cross Engineering Consultants, Inc. for the Crockett Street Lift Station Abandonment.

Background:

The existing Crockett St. lift station is an aged facility that currently serves 5 homes on Ayers Drive. The facility has exceeded its design life and requires frequent maintenance. This design proposes approximately 1,500 LF of new gravity wastewater main which will allow the City to abandon the facility. This line will provide improved service for the homes, alleviate maintenance efforts for staff, and support additional development in this area. Services are for design engineering and limited construction administration support; bidding and award will be handled by internal staff.

Capital Improvement Program:

24-025

Origination:

Engineering Department

Financial Consideration:

Funding needed for the agreement is $60,700 and will be funded from the Utility Improvement Fund.

Staff Recommendation:

It is recommended that the contract for professional services with Cross Engineering Consultants, Inc. for the Crockett Street Lift Station Abandonment be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7547
2. Professional Services Agreement Form - Crocket Street Lift Station
3. Map Exhibit

RESOLUTION NO. 7547

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CROSS ENGINEERING CONSULTANTS, INC. FOR THE CROCKETT STREET LIFT STATION ABANDONMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Cross Engineering Consultants, Inc. for the Crockett Street Lift Station Abandonment, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 21st day of July 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LEAH ROBERTS,
EXECUTIVE DIR. OF ADMIN. /
ACTING CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO
FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMANN, CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

CROSS ENGINEERING CONSULTANTS, INC.

FOR

PROFESSIONAL SERVICES

Made as of the__day of _____, 2025:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: **Cross Engineering Consultants, Inc.**
1720 W. Virginia Street
McKinney, TX 75069
Telephone: (972) 562-4409
Fax: (972) 562-4471

for the following Project: **Crockett Street Lift Station Abandonment**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Cross Engineering Consultants, a Texas Corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the Crockett Street Lift Station Abandonment Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("Amendment").

1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum basis in an amount not to exceed **fifty thousand and seven hundred Dollars ($50,700.00)**; and (b) for Special Services, in an amount not to exceed **ten thousand Dollars ($10,000.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement.

Consultant shall submit his findings in writing to City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant's Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation ("TDLR"). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.

3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the

Project, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant will be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for

Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to this Agreement on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
Principal	$250-$300
Senior Project Manager	$150-$200
Project Engineer	$100-$150
Technician	$130-$160
Admin	$95

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or

if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed

3.10 **Fixed Budget Limit for Construction Cost** – If a fixed budget limit for the Construction Cost has been established, the Consultant shall be permitted to make reasonable adjustments in the scope of the Project and to include alternate bid items in the Bid Proposal to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed budget limit of the Construction Cost established in this Agreement. All adjustments in the Scope of the Project shall be approved by the City and documented in writing. Should the lowest bona fide bid for construction of the Project be in excess of 130% of $(agreed project budget) due to the negligence or other fault of the Consultant, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4), require that the Consultant adjust the Project scope or quality, or both, as necessary to reduce the Construction Cost to within the budgetary constraints. In the case of (4) the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on Construction Cost. These revisions and modifications may include splitting the Project into multiple Construction Phases that will fall within budget constraints. The Consultant shall provide the services defined in Exhibit A, as required, for each of the new phases created by splitting the Project.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps,

models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30)

days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7
AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports,

photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9
DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10
INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE

USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE

TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Jon David Cross, P.E.
President/Owner
Cross Engineering Consultants, Inc.
1720 W. Virginia Street
McKinney, Tx, 75069
Telephone: 972-562-4409
Email: jdc@crossengineering.biz

ARTICLE 12
MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled "A" through "F," all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Engineering Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees,

representatives and administrators are hereby bound to the terms and conditions of this Agreement.

12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have

waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.

12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.

12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.

12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

CONSULTANT:

Cross Engineering Consultants
a Corporation

By: _____
Jon David Cross, P.E.
President/Owner

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **Jon David Cross**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **Cross Engineering Consultants, Inc.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF June 2025.

Jane Lindley
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 3-18-2029

JANE LINDLEY
My Notary ID # 10787259
Expires March 18, 2029

I. PROJECT DESCRIPTION

Engineering services related to abandoning the existing Crockett Street Lift Station in Sherman, Texas. The proposed improvements will involve approximately 1,500 linear feet (LF) of gravity feed sanitary sewer infrastructure improvements.

The sanitary sewer improvements will start at the existing Crockett Street Lift Station, located northwest of 201 Ayers Drive, Sherman, TX. From this point, the new sanitary sewer line will extend east, running north of Post Oak Creek toward the west side of the Three Oaks Development. It will then proceed south, ultimately connecting to the existing 36-inch sanitary sewer line, just east of the existing sanitary sewer siphon. Below is a map showing the approximate alignment of the proposed sanitary sewer line in green.

CROSS
ENGINEERING CONSULTANTS

June 25, 2025

Tom Pruitt
City of Sherman
220 W. Mulberry Street
Sherman, TX 75091

Re: Crocket Street Lift Station Abandonment

Dear Mr. Pruitt:

We are pleased to submit this proposal and accompanying fee schedule for engineering services related to abandoning the existing Crockett Street Lift Station in Sherman, Texas. The proposed improvements will involve approximately 1,500 linear feet (LF) of gravity feed sanitary sewer infrastructure improvements.

The sanitary sewer improvements will start at the existing Crockett Street Lift Station, located northwest of 201 Ayers Drive, Sherman, TX. From this point, the new sanitary sewer line will extend east, running north of Post Oak Creek toward the west side of the Three Oaks Development. It will then proceed south, ultimately connecting to the existing 36-inch sanitary sewer line, just east of the existing sanitary sewer siphon. We propose the following scope of services:

I. Survey Services

1. Topographic Survey

- Field tie visible points required for final design.
- Field tie above ground visible improvements.
- Prepare a topographic survey drawing.
- This drawing will show ground surface contours at an interval of one (1) foot supplemented by appropriate spot elevations accurate to 0.1 foot elevation in areas where new facilities are proposed.
- This task includes performing a topographic survey for approximately 3.5 acres, including adjacent right-of-way.

2. Easement Exhibit & Descriptions

- Prepare Easements legal description and exhibits for proposed sanitary sewer line.
- The scope of this task is on an as needed / requested basis by the City. This task to be billed by time and materials since the exact scope is unknown at this time. It appears only 4 easement exhibits & descriptions will be needed at this time, but will notify the City of Sherman and request prior exceeding the not to exceed limit.

3. Tree Survey

- Field Tie and identify all trees greater than six inches in diameter.
- Prepare Tree Survey drawing, as required by the City of Sherman.

II. Preliminary Engineering Services

- Attend one pre-design project kickoff meeting with City staff to confirm and clarify initial preliminary design.
- Collect and assemble base maps using available Lidar Topography, Aerial Maps and as-built drawings, and other critical information necessary to evaluate alignment options.
- Select sanitary sewer alignment that best serves the existing and future properties that will be part of the sanitary sewer basin.
- Prepare a Preliminary Sanitary Plan & Profiles to coordinate with the City of Sherman regarding horizontal alignment. This includes 2 rounds of revisions.

III. Civil Engineering Services

1. Sanitary Sewer Plan & Profiles

- Finalize Sanitary Sewer plans and profiles for approximately 1,500 linear feet (LF) of 8" public sanitary sewer line per City standards.
- Adress all comments from preliminary sanitary sewer design phase.
- Finalize miscellaneous plans sheets, including cover sheet, index, general notes and applicable City standard details.
- Prepare and submit 217 Review Letter to TCEQ

2. Erosion Control Plan

- Prepare an erosion control plan in conjunction with the sanitary sewer design. This task is for the preparation of design drawings and associated details only.

3. Prepare Opinion of Probable Construction Cost (OPC), Bid Tabs & Specifications

- Prepare an opinion of probable construction cost estimate, bid tabs and specifications that reflect the approved civil engineering plans.

- Since Cross Engineering Consultants, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Cross Engineering Consultants,

Inc., cannot and does not guarantee that proposals, bids, or actual costs will not vary from the Opinion of Probable Construction Cost.

- This proposal does not include advertisement of the Project for competitive bids. It has been determined that the City of Sherman will handle all advertising of the project.

IV. Construction Phase Services (Special Services)

1. Limited Construction Administration

- This task will be billed on an hourly basis not to exceed basis. For hourly estimation we have assumed this task item includes the items listed below. We will notify the City of Sherman and request prior exceeding the not to exceed limit.
- Respond to contractors' requests for information.
- Attend pre-bid meeting (one).
- Attend pre-construction meeting (One).
- Prepare As-Built Drawings based upon Contractors Record Drawings.

EXHIBIT B
PROJECT ENGINEERING BUDGET SUMMARY

FEE SUMMARY

We propose to provide the herein-described services for the following fees:

I.	**Surveying Services**	
	1. Topographic Survey	$ 4,000
	2. Easements Exhibit & Description (Approximately 4 properties)	$ 800ea ($3,200 T&M Not to Exceed)
	3. Tree Survey	$ 1,500
	Subtotal	**$ 8,700**
II.	**Preliminary Engineering Services**	**$ 7,000**
III.	**Civil Engineering Services**	**$ 35,000**
IV.	**Construction Phase Services (Special Services)**	**$ 10,000 (T&M Not to Exceed)**
	TOTAL	**$ 60,700**

The fees established above, will not be exceeded without prior approval from Owner. Major revisions by the Owner, after approval of Lot Layout, dictating construction document revisions will be considered as extra services to this contract. Prior to proceeding with extra services, Owner approval shall be obtained.

Reimbursable expenditures (printing, deliveries, CADD plots, travel, etc.…) will be invoiced at 1.10 times the direct cost incurred. Invoices for Cross Engineering Consultants, Inc., shall be submitted monthly for work completed to date and shall be due within 30 days of submittal. Timing of invoice payments can be negotiated, if discussed and agreed upon in writing prior to commencement of work.

Attachment "A" includes items which are not included in this proposal, but can be provided by Cross Engineering Consultants, if needed. The fees quoted in this proposal will be honored for up to 45 days from the date of this proposal.

SCHEDULE OF HOURLY RATES

STAFF		HOURLY RATE
PRINCIPAL ENGINEER		$250-$300
REGISTERED ENGINEER		$150-$200
ENGINEER-IN-TRAINING		$100-$150
PROJECT MANAGER		$150-$200
SENIOR DESIGNER		$130-$160
CAD TECHNICIAN		$90-$130
CLERICAL		$95
DIRECT COSTS		ACTUAL COST + 10%

Cross Engineering Consultants, Inc. appreciates the opportunity to submit this proposal. The return of an executed copy of this agreement will serve as your acceptance and our authorization to commence work. Please feel free to call if you have any questions or comments concerning this matter.

Sincerely,

CROSS ENGINEERING CONSULTANTS, INC.

By: _____
Jon David Cross, P.E.
President

Accepted: _____
Printed Name: _____
Title: _____
Name of Company: _____
Date: _____

ATTACHMENT A

1. Geotechnical consulting services.
2. Inspection and material testing services during construction.
3. Landscape Architecture and related details.
4. Filing fees and permit fees.
5. Environmental impact statements and assessments.
6. Traffic engineering report or studies.
7. Custom Traffic Control Plans.
8. Land Surveying other than Coordination of Plats.
9. Screen Wall design.
10. Retaining wall structural design or structural details.
11. Design of any off-site improvements required to serve the site, except as specifically included.
12. Construction Staking.
13. Construction Administration.
14. Storm Water Pollution Plan
15. Franchise Utility Coordination

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08” on a full size sheet, and should be a font such at Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. CONSULTANT'S RESPONSIBILITY. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. GUIDELINES FOR DIRECT EXPENSES.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as

a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. <u>GENERAL INSURANCE REQUIREMENTS</u> –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. <u>INSURANCE COMPANY QUALIFICATION</u> – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. <u>CERTIFICATE OF INSURANCE</u> – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. <u>INSURANCE CHECKLIST</u> – "X" means that the following coverage(s) is required for this Agreement.

		Coverage Required	Limits
_X_	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate

_X_	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
_X_	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Cross Engineering Consultants, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

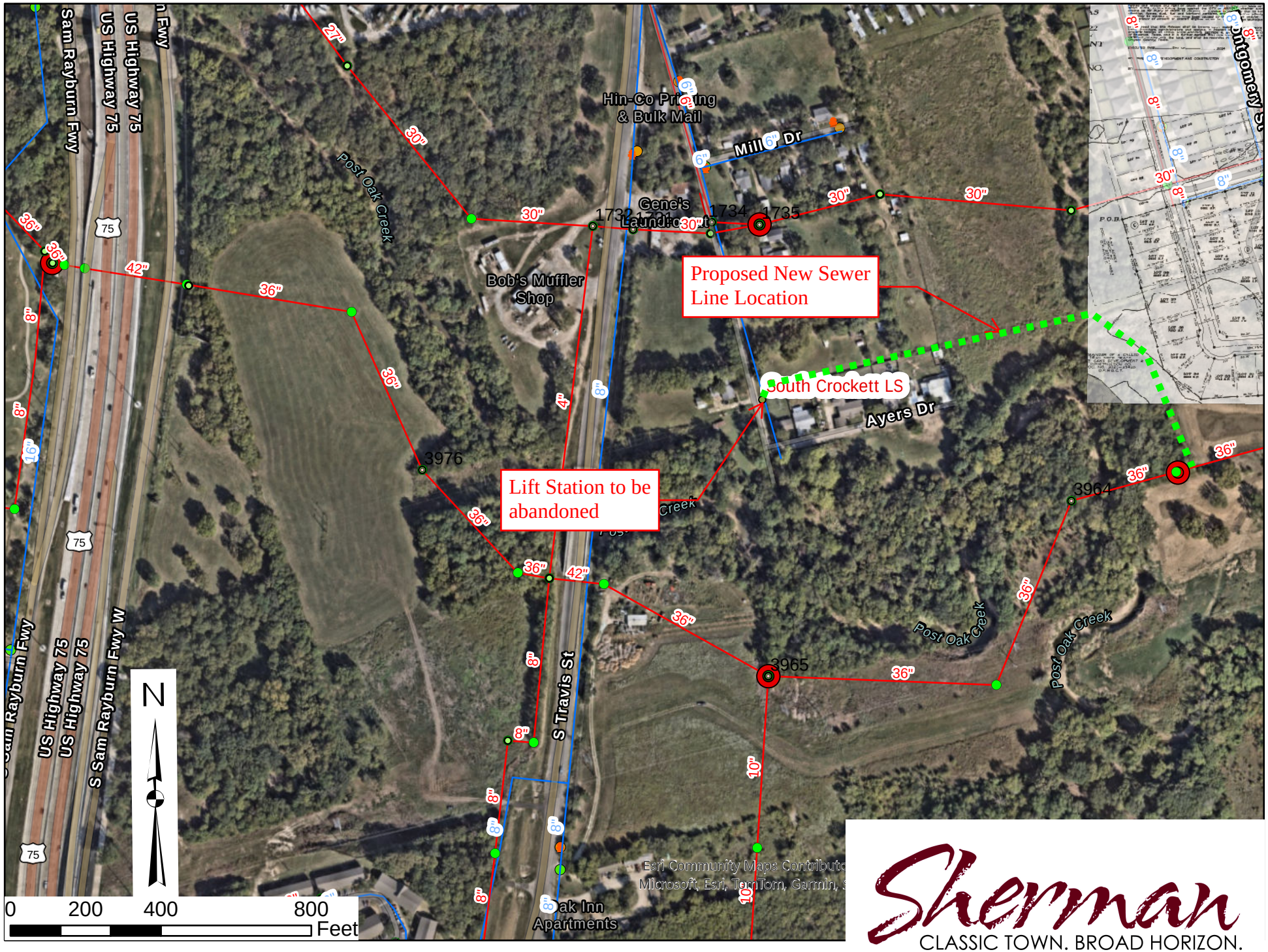
☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 N/A Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity — Date: 7/7/2025

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021



Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.2.

Meeting Date: 7/21/2025

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

**** RESOLUTION NO. 7548***

Authorizing the Execution of an Encroachment Agreement with Audioengine for the Encroachment of an Existing Building within the Existing Lamar Street Right of Way and an Existing Loading Dock within the Existing Branch Street Right of Way.

Issue:

To consider executing an encroachment agreement relating to Lamar Street right of way and Branch Street right of way as established in the final plats of Original Town Plat and Orme & Goode Block 21 Original Town Plat, Replat, Grayson County, Texas

Background:

The site plan for 325 E. Lamar was reviewed and approved by the Planning and Zoning Commission on June 17, 2025. Upon review of the site plan, it was discovered that the existing building encroaches into the Lamar Street right of way and the existing loading dock encroaches into the Branch Street right of way. The encroachment agreement is a requirement to proceed with obtaining a building permit for this location.

Capital Improvement Program:

N/A

Origination:

Audioengine, property owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment, and upon receiving approval from franchise utilities, it is recommended that the Encroachment Agreement be executed.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7548
2. Partially Signed Encroach Agmt-325 E Lamar
3. 325 E Lamar Encroachment Request Letter_07092025
4. Location Map

RESOLUTION NO. 7548

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO AUDIOENGINE FOR THE ENCROACHMENT OF AN EXISTING BUILDING WITHIN THE EXISTING LAMAR STREET AND AN EXISTING LOADING DOCK WITHIN THE EXISTING BRANCH STREET RIGHTS OF WAY, AS ESTABLISHED IN THE FINAL PLATS OF ORIGINAL TOWN PLATT AND ORME & GOODE BLOCK 21 ORIGINAL TOWN PLATT, REPLAT, GRAYSON COUNTY, TEXAS, IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for an existing building and an existing loading dock within existing Lamar Street and Branch Street rights of way, as established in the final plats of Original Town Platt and Orme & Goode Block 21 Original Town Platt, Replat, Grayson County, Texas, in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 21st day of July 2025.

CITY OF SHERMAN, TEXAS

BY: _____

SHAWN TEAMANN, MAYOR

ATTEST:

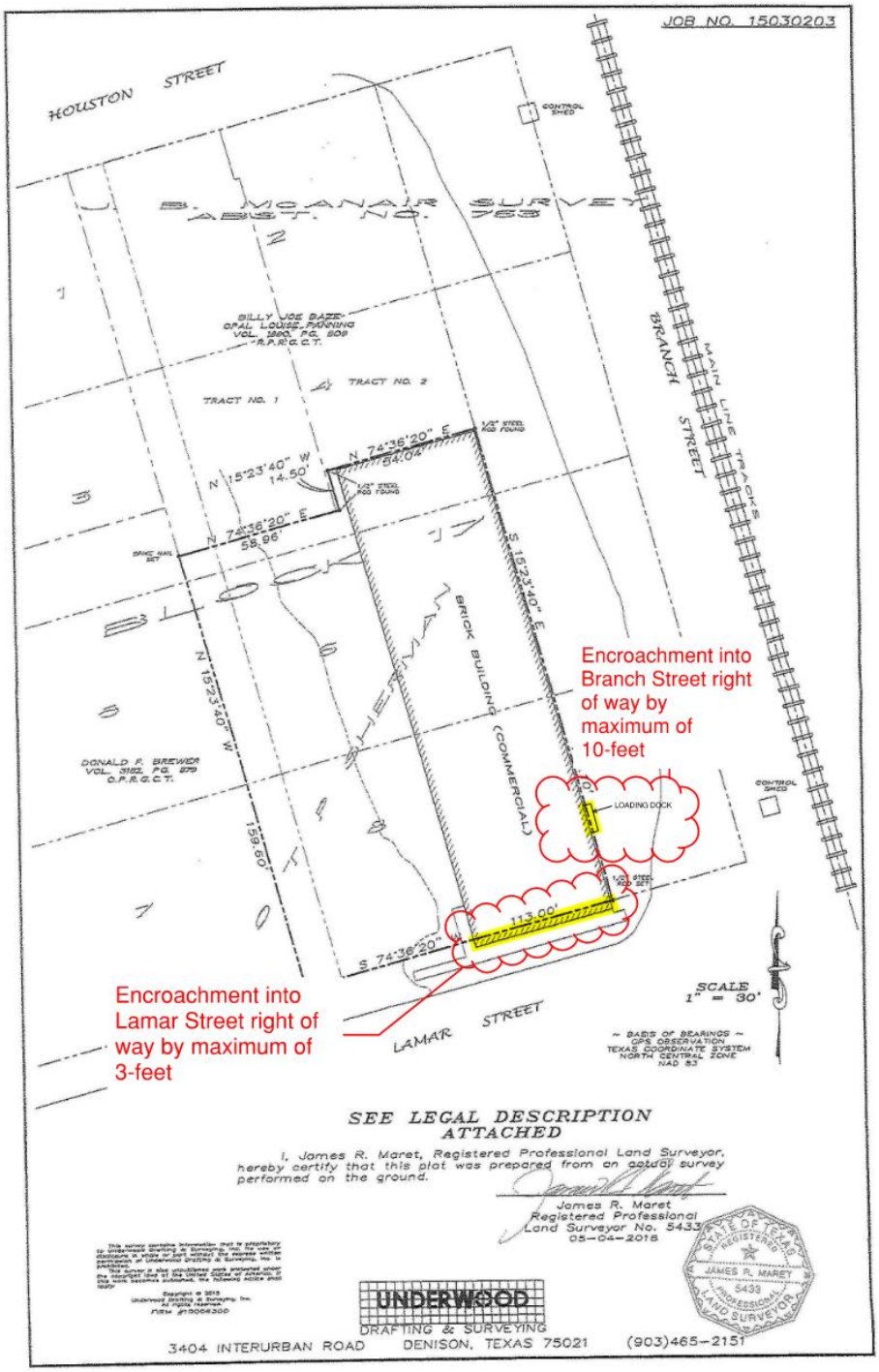
BY: _____
LEAH ROBERTS,
EXEC. DIR. OF ADMINISTRATION,
ACTING CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT "A"

dotloop signature verification: dtlp.us/FTCt-W2Kp-x72J



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and Audioengine ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Original Town Platt and Orme & Goode Block 21 Original Town Platt, Replat ("Plat"), filed of record in Volume B, Page 1 and Volume 25, Page 178 Deed Records, Grayson County, Texas. The Plat, which more particularly describes and depicts rights of way for Lamar Street and Branch Street ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain an existing building and existing loading dock ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, by a maximum of 10-feet into the Branch Street right of way and 3-feet into the Lamar Street right of way, the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.

2. Location of Encroaching Facility. City hereby grants a nonexclusive license to Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.

4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will

not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.

6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.

7. **INDEMNIFICATION. LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY**

OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

IN ITS SOLE DISCRETION, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY OR FRANCHISEE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR FRANCHISEE IN WRITING. CITY AND FRANCHISEE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY AND FRANCHISEE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY OR FRANCHISEE IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND CITY OR FRANCHISEE OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY CITY OR FRANCHISEE PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN CITY-APPROVED OR FRANCHISEE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S OR FRANCHISEE'S WRITTEN NOTICE THAT CITY OR FRANCHISEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY LICENSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY OR FRANCHISEE.

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY

OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **No "Permit." NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

9. Default/Remedies. If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.

10. Miscellaneous Provisions.

    a. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

    If to City, addressed to it at:
    City of Sherman
    Attention: Wayne E. Lee, P.E., CFM, Director of Engineering
    220 W. Mulberry St.
    Sherman, TX 75091
    Telephone: (903) 892-7327

Email: waynel@cityofsherman.com

with a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:
Audioengine
Attn: Nathaniel Rodriguez, Licensee
304 Progress Drive
Sherman, TX 75092

b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

d. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other party.

e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.

f. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain

in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.

j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, Acting City Manager

Date: _____

LICENSEE:

AUDIOENGINE

By: Nathaniel Rodriguez
Nathaniel Rodriguez, Licensee

Date: 7/9/2025

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Zachary Flores, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Nathaniel Rodriguez, known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

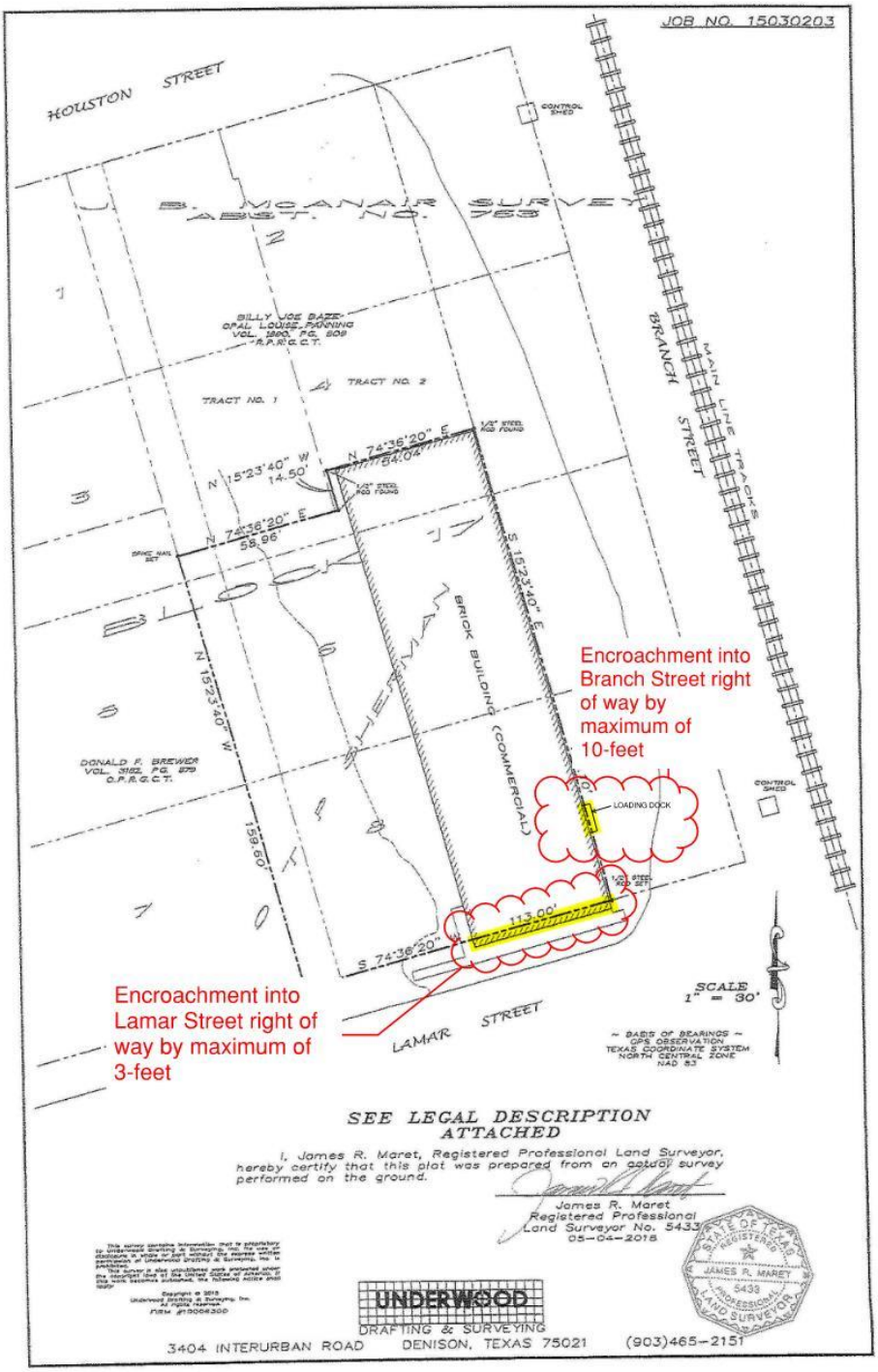
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of July, 2025.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STACY R MILLER
Notary ID # 126806786
My Commission Expires
08/21/2028

EXHIBIT A

dotloop signature verification: dtlp.us/FTCt-W2Kp-x72J



audioengine

12 June 2025

Wayne Lee, PE
Director of Engineering
City of Sherman
417 South Travis Street
Sherman, Texas 75090

RE: Encroachment Agreement

Nathaniel Rodriguez, Licensee
Audioengine
304 Progress Drive
Sherman, Texas 75092

GCAD Property ID: 161925

Dear Mr. Lee,

I am requesting an Encroachment Agreement with the City of Sherman for the property located at 325 East Lamar Street, to formally address portions of the building that extend into the existing rights-of-way along Lamar Street and Branch Street.

The structure in question is a masonry and heavy timber building originally constructed in 1902 and served as the door and sash warehouse for the historic O.T. Lyon & Sons Lumber Company. The front of the building encroaches approximately three feet into the Lamar Street right-of-way across the full width of the structure. Additionally, a concrete loading dock—approximately 10 feet wide—along with accompanying steel stairs, extends roughly three feet into the Branch Street right-of-way. See the attached survey for clarification.

Although the building and its loading docks have been in continuous use for over a century, I am seeking to formalize these longstanding encroachments through a legal agreement. The goal is to ensure the continued use of the building in its historic manner, including the use of the Branch Street right-of-way for loading and unloading trucks and trailers, and to help establish clear and marketable property titles moving forward.

Please do not hesitate to contact me with any questions or clarifications.

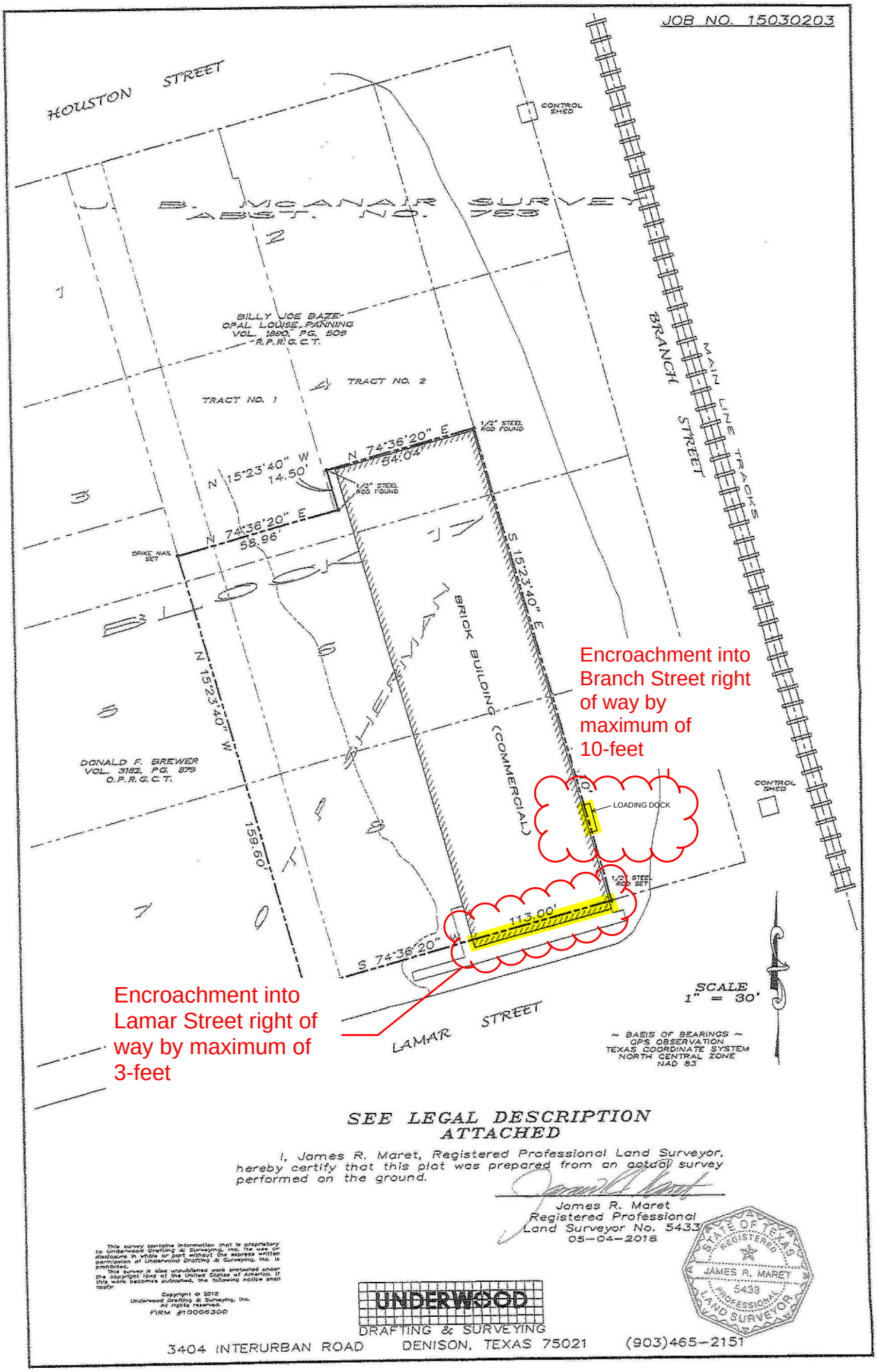
Sincerely,

Nathaniel Rodriguez

Nathaniel Rodriguez, Licensee

dotloop signature verification: dtlp.us/FTCt-W2Kp-x72J

JOB NO. 15030203



SEE LEGAL DESCRIPTION ATTACHED

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that this plat was prepared from an actual survey performed on the ground.

James R. Maret
Registered Professional
Land Surveyor No. 5433
05-04-2018

STATE OF TEXAS
REGISTERED
JAMES R. MARET
5433
PROFESSIONAL
LAND SURVEYOR

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. the use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.
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FIRM #10006200

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

325 E. Lamar - Encroachment Agreement

0 25 50 100 Feet

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.3.

Meeting Date: 7/21/2025

Prepared By: Eric Sandberg, Quality Services Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

**** Resolution No. 7549***

Awarding a Bid to and Authorizing Execution of a Contract with Ferguson Waterworks, LLC for the Annual Supply of Water and Sewer Maintenance Parts and Supplies

Issue:

To consider awarding and authorizing execution of a contract with Ferguson Waterworks, LLC of Euless, Texas, based on a Request for Proposals (RFP), for the annual supply of water and sewer maintenance parts and supplies.

Background:

At the May 5, 2025 meeting, the City Council authorized a request to advertise for the solicitation of proposals for the annual supply of water and sewer maintenance parts and supplies. A public request for competitive, sealed proposals resulted in two (2) submittals, which were opened on July 1, 2025. Ferguson Waterworks, LLC of Euless, Texas, received the highest valuation. Valuations were based on specific criteria detailed in the Request for Proposals.

Capital Improvement Program:

N/A

Origination:

Utilities Distribution Services

Financial Consideration:

Proposed cost is approximately $2,477,677.82, with available funding in the current year FY 2025 and included in the proposed budget submitted for FY 2026.

Staff Recommendation:

Staff recommends that the City Council award the annual contract to Ferguson Waterworks, LLC of Euless, Texas.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7549
2. Contract
3. Exhibit A_Water and Sewer Parts and Supplies RFP
4. Addendum 1 - Water and Sewer Parts and Supplies
5. Exhibit B_Bid Submittal
6. Exhibits C through E
7. Evaluation_Water and Sewer Maintenance P & S

RESOLUTION NO. 7549

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH FERGUSON WATERWORKS, LLC FOR THE ANNUAL SUPPLY OF WATER AND SEWER MAINTENANCE PARTS AND SUPPLIES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Ferguson Waterworks, LLC of Euless, Texas, is hereby awarded the bid for the annual supply of water and sewer maintenance parts and supplies in the amount of Two Million Four Hundred Seventy-Seven Thousand Six Hundred Seventy-Seven Dollars and Eighty-Two Cents ($2,477,677.82)**;** and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Ferguson Waterworks, LLC for the annual supply of water and sewer maintenance parts and supplies, in accordance with all contract documents attached hereto and made a part hereof for all purposes. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2025-2026 budget.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 21st day of July 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LEAH ROBERT
EXEC. DIR. OF ADMINISTRATION,
ACTING CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN PITTMAN, CITY ATTORNEY

AGREEMENT FOR WATER AND SEWER MAINTENANCE PARTS AND SUPPLIES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and Ferguson Waterworks, LLC, a Limited Liability Company ("Contractor"), hereby enter into this Agreement for water and sewer maintenance parts and supplies ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for water and sewer maintenance parts and supplies for the City; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

20203

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement;

B. The Bid Request, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

Typetexhere

6. Required Insurance.
Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit C.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS

AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.
City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.

The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

23. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to:
FERGUSON WATERWORKS, LLC
Attn: RYAN MOORE
Address: 2650 S PIPELINE RD
EULESS, TX 76040
Telephone: 817-267-3900
Facsimile: 817-267-3912
Email: Ryan.moore@ferguson.com

If to City, to:
City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

_____
City Clerk's Office

FERGUSON WATERWORKS
a Texas corporation

By: _____
Printed Name: RYAN C MOORE
Title: GENERAL MANAGER
Date: 6/30/2025

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Dr. Zachary Flores**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

_____
Notary Public in and for the State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Ryan Moore, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the General Manager (title) and duly authorized representative for Ferguson Enterprises, LLC, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of July, 2025

Melba P. Martin
Notary Public in and for the State of Texas
My Commission Expires: March 6, 2026

MELBA P MARTIN
Notary ID #131477481
My Commission Expires
March 6, 2026

ëé

Exhibit A
<u>Bid Request</u>

City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Request for Proposals

for

WATER & SEWER PARTS AND SUPPLIES RFP No. 2025-15

Publication Dates: **Sunday June 15, 2025**
Sunday June 22, 2025

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

REQUEST FOR PROPOSAL - BID NO. 2025-15; **Water & Sewer Parts and Supplies**

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **Water & Sewer Parts and Supplies** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Tuesday, July 1, 2025,** at the following address:

City of Sherman – Human Resources Conference Room
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – RFP for Water & Sewer Parts and Supplies - No. 2025-15

P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 1st day of July, 2025,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2025-15 – Water & Sewer Parts and Supplies

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX

Each bid delivered to the City shall be sealed and clearly marked "Water & Sewer Parts and Supplies 2025-15" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Tuesday, July 1, 2025,** at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **Water & Sewer Parts and Supplies.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City. Please refer to the **EVALUATION PROCESS & BEST VALUE EVALUATION CRITERIA** sections for additional information .

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the

vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and

save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days

of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to increase or decrease the amount of janitorial services based upon annual budget constraints with fifteen (15) days' notice.

G. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire RFP.

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Specifications

Resilient Seat Wedge Gate Valves

1. Valve shall conform to **AWWA C509-87**, Standard for resilient Seated Gate Valves.

2. Wedge shall be constructed of cast or ductile iron, fully encapsulated in synthetic rubber.

3. Wedge rubber shall be molded in place and bonded to the iron portion, and shall not be mechanically attached with screws, rivets, or similar fasteners.

4. Wedge shall seat against seating surface arranged symmetrically about the center line of the operation stem, so that seating is equally effective regardless of the direction of pressure unbalance across the wedge.

5. All seating surfaces in the body shall be inclined to be vertical at a minimum angle of 32 degrees (when stem is in a vertical position) to eliminate abrasive wear of rubber sealing surfaces.

6. Stem shall be sealed by at least two O-rings; all stem seals shall be replaceable with valve fully open and wile subject to full rated pressure.

7. Waterway shall be smooth and shall have no depressions or cavities in seat area where foreign material can be lodged and prevent closure or sealing.

8. Valve body and bonnet shall be epoxy coated, inside and out, with fusion bonded epoxy. Coating shall conform to AWWA C550-90, Standard for Protective Interior Coatings for Valves and Hydrants.

9. Gate valves shall be **Mueller A2360, AFC 500, AVK 25/00, or M & H style 7000.**

FLANGED X M.J. GATE VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	6		
4"	15		
6"	25		
8"	15		
10"	2		
12"	4		
14"	1		
16"	1		
18"	1		
20"	1		
24"	1		
TOTAL			

	M.J. GATE VALVES			
SIZE	SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	2"	20		
4"	4"	20		
6"	6"	50		
8"	8"	10		
10"	10"	10		
12"	12"	10		
14"	14"	1		
16"	16"	1		
18"	18"	1		
20"	20"	1		
24"	24"	1		
	TOTAL			

FLANGED X FLANGE GATE VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	2		
6"	2		
8"	2		
10"	2		
12"	2		
16"	2		
18"	2		
20"	2		
24"	2		
TOTAL			

	FLANGE BOLTS & GASKETS - STAINLESS STEEL			
SIZE	SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	4"	15		
6"	6"	25		
8"	8"	15		
10"	10"	5		
12"	12"	5		
	TOTAL			

Butterfly Valves

Butterfly valves and operators shall conform to AWWA standards for rubber-seated butterfly valves, AWWA Standard C504, and to these specifications:

1. Type of body shall be short body, flanged or mechanical joint.
2. Body material shall be cast iron or ductile iron.
3. Class shall be specified on the plans or contract specifications.
4. Shaft shall be type 304 or 316 stainless steel.
5. Flanged holes shall be drilled to full size.
6. Valve seat shall be natural rubber or Buna-N and polished stainless steel, type 304 or 316, 90-degree seating angle only, with a 360-degree, uninterrupted seating surface.
7. Shaft seals shall be standard split-V packing or double O-ring seal cartridges.
8. Disc shall be ductile iron, cast iron, or fabricated steel.
9. Operating nuts shall be ductile iron.

M.J. x M.J. BUTTERFLY VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
12"	1		
14"	1		
16"	1		
18"	1		
20"	1		
24"	1		
TOTAL			

FLANGED x M.J. BUTTERFLY VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
12"	1		
14"	1		
16"	1		
18"	1		
20"	1		
24"	1		
TOTAL			

FLANGED x FLANGED BUTTERFLY VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
12"	1		
14"	1		
16"	1		
18"	1		
20"	1		
24"	1		
TOTAL			

Ductile Iron Mechanical Joint Fittings

Fittings shall be cast from ductile iron in accordance with **ANSI/AWWA C153/A21.53** with mechanical joint bells. Glands, bolts, nuts, and gaskets shall be in accordance with requirements of **ANSI/AWWA C153/A21.53** Fittings shall be listed by an approved certifying agency as conforming to the requirements of **ANSI/NSF 61.** The working pressure rating shall be 350 psi. Fittings shall have an asphaltic outside coating in accordance with **ANSI/AWWA C153/A21.53.** Fittings shall be cement lined and seal coated in accordance with **ANSI/AWWA C104/A21.4** and listed by an approved certifying agency as conforming to the requirements of **ANSI/NSF 61.**

M.J. CAPS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	5		
4"	5		
6"	10		
8"	5		
10"	6		
12"	6		
TOTAL			

M.J. SOLID SLEEVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	5		
6"	20		
8"	10		
10"	6		
12"	6		
14"	2		
16"	2		
18"	2		
20"	2		
24"	2		
TOTAL			

M.J. PLUGS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	5		
4"	5		
6"	10		
8"	5		
10"	6		
12"	6		
TOTAL			

	M.J. BENDS			
SIZE	BEND	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	90	4		
4"	90	4		
6"	90	20		
8"	90	10		
10"	90	6		
12"	90	2		
14"	90	1		
16"	90	1		
18"	90	1		
20"	90	1		
24"	90	1		
2"	45	4		
4"	45	4		
6"	45	8		
8"	45	6		
10"	45	4		
12"	45	4		
14"	45	1		
16"	45	1		
18"	45	1		
20"	45	1		
24"	45	1		
TOTAL				

M.J. REDUCERS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 2"	10		
6" x 2"	4		
6" x 4"	15		
8" x 4"	1		
8" x 6"	1		
10" x 4"	1		
10" x 6"	2		
10" x 8"	2		
12" x 4"	1		
12" x 6"	3		
12" x 8"	1		
12" x 10"	1		
14" x 12"	1		
16" x 12"	1		
18" x 12"	1		
20" x 12"	1		
24" x 12"	1		
TOTAL			

	M.J. BENDS			
SIZE	BEND	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	22 1/2	4		
4"	22 1/2	4		
6"	22 1/2	4		
8"	22 1/2	4		
10"	22 1/2	4		
12"	22 1/2	2		
14"	22 1/2	1		
16"	22 1/2	1		
18"	22 1/2	1		
20"	22 1/2	1		
24"	22 1/2	1		
4"	11 1/4	2		
6"	11 1/4	2		
8"	11 1/4	2		
10"	11 1/4	2		
12"	11 1/4	2		
14"	11 1/4	1		
16"	11 1/4	1		
18"	11 1/4	1		
20"	11 1/4	1		
24"	11 1/4	1		
TOTAL				

M.J. TEE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 2"	4		
4" x 4"	5		
6" x 2"	4		
6" x 4"	4		
6" x 6"	20		
8" x 4"	1		
8" x 6"	6		
8" x 8"	2		
10" x 4"	1		
10" x 6"	2		
10" x 8"	2		
10" x 10"	2		
12" x 4"	1		
12" x 6"	3		
12" x 8"	1		
12" x 10"	1		
12" x 12"	4		
14" x 6"	1		
14" x 8"	1		
14" x 10"	1		
14" x 12"	1		
14" x 14"	1		
16" x 6"	1		
16" x 8"	1		
16" x 10"	1		
16" x 12"	1		
16" x 14"	1		
16" x 16"	1		
18" x 6"	1		
18" x 10"	1		
18" x 12"	1		
18" x 14"	1		
18" x 16"	1		
18" x 18"	1		
20" x 6"	1		
20" x 8"	1		
20" x 10"	1		
20" x 12"	1		
20" x 14"	1		
20" x 16"	1		
18" x 18"	1		
20" x 20"	1		
24" x 6"	1		

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24" x 8"	1		
24" x 10"	1		
24" x 12"	1		
24" x 14"	1		
24" x 16"	1		
24" x 18"	1		
24" x 20"	1		
24" x 24"	1		
TOTAL			

M.J. CROSS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 4"	2		
6" x 4"	2		
6" x 6"	2		
8" x 4"	1		
8" x 6"	1		
8" x 8"	1		
10" x 4"	1		
10" x 6"	1		
10" x 8"	1		
10" x 10"	1		
12" x 4"	1		
12" x 6"	1		
12" x 8"	1		
12" x 10"	1		
12" x 12"	1		
TOTAL			

FLANGE TO M.J. ADAPTERS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	5		
6"	5		
8"	5		
10"	5		
12"	5		
TOTAL			

M.J. x FLANGE 90 ADAPTERS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	5		
6"	5		
8"	5		
10"	5		
12"	5		
TOTAL			

*MEGA LUG 2000 SERIES			
*RESTRAINT GLANDS (FOR C900 PVC) SETS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20		
6"	100		
8"	50		
10"	20		
12"	20		
14"	10		
16"	10		
18"	10		
20"	10		
24"	10		
TOTAL			

*MEGA LUG 1100 SERIES			
*MECHANICAL JOINT ACCESSORY SET			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20		
6"	100		
8"	50		
10"	20		
12"	20		
14"	10		
16"	10		
18"	10		
20"	10		
24"	10		
TOTAL			

RESTRAINER CLAMPS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20		
6"	50		
8"	20		
10"	20		
12"	10		
14"	10		
16"	10		
18"	10		
20"	10		
24"	10		
TOTAL			

RESTRAINT GLAND (FOR C.I.P.)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20		
6"	100		
8"	50		
10"	20		
12"	20		
14"	10		
16"	10		
18"	10		
20"	10		
24"	10		
TOTAL			

MECHANICAL JOINT ACCESSORY KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	10		
4"	20		
6"	100		
8"	50		
10"	20		
12"	20		
14"	10		
16"	10		
18"	10		
20"	10		
24"	10		
TOTAL			

Specifications – Fire Hydrants

Fire hydrants shall meet or exceed **AWWA C502**, latest revisions. Rated water working pressure shall be 150 psi, test pressure shall be 300 psi, and hydrants shall include the following specific design criteria:

1. The main valve closure shall be of the compression type, opening against the pressure and closing with the pressure. Traffic feature to be designed so that the nozzle section of the hydrant can be rotated (by degree) to full 360-degree circle during field installation, if necessary.

2. The main valve closure shall not be less than 5 ¼" and designed so that removal of seat, drain valve mechanism, internal rod and all working parts can be removed through the top of the hydrant. These parts shall be removable without disturbing the ground line joint or the nozzle section of the fire hydrant. The bronze seat shall be threaded into mating threads of bronze for easy field removal.

3. The operating nut, main stem, coupling and main valve assembly shall be capable of withstanding input torque of 200 ft/lbs., in opening and closing directions. There shall be an internal top housing, with triple O-rings, to seal operating threads from the waterway and accommodate an anti-friction washer.

4. Nozzle section of hydrant shall be designed to permit field replacement of damaged threads without special tools, excavation, or disturbing the ground line joint. Threading of the nozzles and shape operating nut shall be per City of Sherman.

5. Hydrants shall have a **storz pumper** connection.

6. Direction of opening shall be clockwise.

7. Hydrant color shall be aluminum.

8. Lower barrel shall be stenciled: Sherman, TX

9. Fire hydrants shall be **Mueller Super Centurion, Waterous Pacer, American AVK nostalgic (2780), Clow Medallion, or M & H style 129.**

FIRE HYDRANTS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2'	1		
2 1/2'	1		
3'	5		
3 1/2'	5		
4'	10		
4 1/2'	10		
5'	10		
5 1/2	5		
6'	3		
6 1/2'	3		
7'	2		
TOTAL			

FIRE HYDRANT EXTENSION KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
6"	10		
12"	5		
TOTAL			

TRAFFIC FLANGE REPAIR KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
N/A	10		
TOTAL			

MAIN VALVE REPAIR KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
N/A	10		
TOTAL			

Specifications – Stainless Steel Repair Clamps

1. **Shell –** 304 Stainless Steel , 18 to 28 gauge, depending on size.

2. **Sidebars –** Heavy gauge 304 Stainless Steel, GTWA welded to form, permanent fusion with shell.

3. **Lugs –** 304 Stainless Steel, fused to sidebar by GMAW weld.

4. **Bolts –** 304 Stainless Steel, 4-inch clamps and small use ½" UNC rolled thread, 6- inch clamps and larger use 5/8" rolled threads. Bolts are GMAW welded to sidebar.

5. **Nuts –** Heavy hex, 304 Stainless Steel, 4-inch clamps and smaller use ½" UNC thread, 6-inch clamps and larger use 5/8" UNC threads. Nuts coated to prevent galling.

6. **Washers –** 5/8" 304 Stainless Steel flat washers, on sizes 13/55 and larger. ½" or 5/8" plastic washer between nut or Stainless Steel washer and lift bar, on all sizes.

7. **Armors –** Heavy gauge 304 Stainless Steel, bonded to gasket to bridge gap at lug area.

8. **Lifter Bars –** 304 Stainless Steel, lip curved to hold position while tightening. Heavy gauge to serve as bearing surface for nuts.

9. **Gaskets –** Virgin SBR rubber compounded for water and sewer service, in accordance with ASTM D 2000 MMA 610 resistance.

REPAIR CLAMPS ROMAC - SS1 STAINLESS STEEL OR EQUAL (FOR D.I. & C900 PVC)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2" x 8"	50		
2" x 10"	50		
2" x 12"	50		
2" x 16"	50		
4" x 8"	50		
4" x 10"	50		
4" x 12"	50		
4" x 16"	50		
4" x 20"	10		
6" x 8"	100		
6" x 10"	100		
6" x 12"	100		
6" x 16"	50		
6" x 20"	25		
8" x 8"	25		
8" x 10"	25		
8" x 12"	50		
8" x 16"	50		
8" x 20"	25		
10" x 8"	20		
10" x 10"	20		
10" x 12"	25		
10" x 16"	25		
10" x 20"	10		
12" x 8"	10		
12" x 10"	10		
12" x 12"	25		
12" x 16"	25		
12" x 20"	25		
14" x 24"	6		
16" x 24"	6		
18" x 24"	6		
20" x 24"	6		
24" x 24"	6		
TOTAL			

Specifications – Stainless Steel Tapping Sleeves

1. **Flange –** Ductile iron that meets or exceeds ASTM A536 standards. All flanges in accordance with ANSI class 125 and 150 drilling and recess to accept tapping valve.

2. **Stainless Steel –** Meets or exceeds ASTM A 240 type 304 USN-designated S30400.

3. **Outlet –** Heavy gauge 304L Stainless Steel. Fused to shell by GMAW weld on the outside and GTAW weld on the inside.

4. **Shell –** Heavy gauge Stainless Steel top half 304L, back half 304.

5. **Side Bars –** Heavy gauge 304 Stainless Steel, GTAW welded to form permanent fusion with shell.

6. **Lugs –** 304 Stainless Steel, fused to sidebar by GMAW welding.

7. **Bolts –** 304 Stainless Steel, bolts are to be GMAW welded to sidebar.

8. **Nuts –** Heavy hex, coated to prevent galling.

9. **Armors –** Heavy gauge 304 Stainless Steel.

10. **Lifter Bars** – 304 Stainless Steel lip curved to hold position while tightening. Heavy gauge to serve as bearing surface for nuts.

11. **Gaskets** – Virgin SBR rubber compounded for water and sewer service, in accordance with ASTM D 2000 MMA610. Grid pattern and tapered ends to assure seal around full circumference of pipe. Working pressure up to 200 psi. Test pressure of 300 psi.

12. **Welds** – GMAW and GTAW weld process. 308L Stainless Steel filler wire used as appropriate. Flange weld-GMAW type proprietary process. All welds will be fully passivated to enhance corrosion resistance.

STAINLESS STEEL TAPPING SLEEVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 4"	4		
6" x 4"	6		
6" x 6"	10		
8" x 4"	1		
8" x 6"	4		
8" x 8"	4		
10" x 4"	1		
10" x 6"	4		
10" x 8"	2		
10" x 10"	2		
12" x 4"	1		
12" x 6"	2		
12" x 8"	2		
12" x 10"	2		
12" x 12"	2		
14" x 6"	1		
14" x 8"	1		
14" x 10"	1		
14" x 12"	1		
16" x 6"	1		
16" x 8"	1		
16" x 10"	1		
16" x 12"	1		
18" x 6"	1		
18" x 8"	1		
18" x 10"	1		
18" x 12"	1		
20" x 6"	1		
20" x 8"	1		
20" x 10"	1		
20" x 12"	1		
24" x 6"	1		
24" x 8"	1		
24" x 10"	1		
24" x 12"	1		
TOTAL			

BRASS PIPE FITTINGS - ***NO LEAD BRASS***			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1/2" CLOSE NIPPLE	50		
1/2" x 1 1/2" NIPPLE	50		
1/2 x 2" NIPPLE	50		
1/2" x 2 1/2" NIPPLE	50		
1/2" x 3" NIPPLE	50		
1/2" x 3 1/2" NIPPLE	50		
1/2" x 4" NIPPLE	50		
1/2" x 4 1/2" NIPPLE	50		
1/2" x 5 NIPPLE	50		
1/2" x 5 1/2 NIPPLE	50		
1/2" x 6 NIPPLE	50		
1/2 x 6 1/2 " NIPPLE	50		
1/2" x 1/2" 90 ELL	100		
1/2" STREET 90 ELL	100		
1/2" TEE	50		
1/2" COUPLING	100		
1/2" x 3/4 BELL REDUCER	200		
1/2" x 3/4" BUSHING REDUCER	200		
1/2" MIP PLUG	200		
COMPRESSION COUPLING FOR 1/2" COPPER	100		
COMPRESSION COUPLING FOR 1/2" IRON PIPE	100		
1/2" HOSE BIB	50		
3/4" CLOSE NIPPLE	600		
3/4" x 1 1/2" NIPPLE	600		
3/4" x 2" NIPPLE	600		
3/4" x 2 1/2" NIPPLE	600		
3/4" x 3" NIPPLE	600		
3/4" x 3 1/2" NIPPLE	200		
3/4" x 4" NIPPLE	200		
3/4" x 4 1/2" NIPPLE	100		
3/4" x 5" NIPPLE	100		
3/4" HOSE BIB	50		
34" x 5 1/2" NIPPLE	50		
3/4" x 6" NIPPLE	50		
3/4" x 6 1/2" NIPPLE	50		
3/4" 90 ELL	300		
3/4" TEE	200		

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BRASS PIPE FITTINGS - ***NO LEAD BRASS***			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
3/4" COUPLING	500		
3/4" x 1/2" 90 ELL	1000		
3/4" STREET 90 ELL	200		
3/4" C.F. x M.I.P. ADAPTER	500		
3/4" C.F. x C.F. THREE PART UNION	200		
COMPRESSION COUPLING FOR 3/4" COPPER	300		
COMPRESSION COUPLING FOR 3/4" IRON PIPE	100		
1" CLOSE NIPPLE	300		
1" x 1 1/2" NIPPLE	300		
1" x 2" NIPPLE	300		
1" x 2 1/2" NIPPLE	300		
1" x 3" NIPPLE	100		
1" x 3 1/2 NIPPLE	100		
1" x 4 NIPPLE	100		
1" x 4 1/2" NIPPLE	100		
1" x 5" NIPPLE	100		
1" x 5 1/2" NIPPLE	100		
1" x 6" NIPPLE	100		
1" x 6 1/2" NIPPLE	50		
1" 90 ELL	200		
1" STREET 90 ELL	100		
1" TEE	200		
1" COUPLING	300		
1" x 3/4" BELL REDUCER	300		
1" x 3/4" BUSHING REDUCER	300		
1" x 3/4" 90 ELL	200		
1" C.F. x M.I.P. ADAPTER	200		
1" C.F. x C.F. THREE PART UNION	200		
COMPRESSION COUPLING FOR 1" I.P.	200		
COMPRESSION COUPLING FOR 1" I.P.	100		
1 1/2" x CLOSE NIPPLE	10		

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BRASS PIPE FITTINGS - ***NO LEAD BRASS***			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1 1/2" x 3" NIPPLE	10		
1 1/2" x 4" NIPPLE	10		
1 1/2" x 5" NIPPLE	10		
1 1/2" x 6" NIPPLE	10		
1 1/2" x 7" NIPPLE	10		
1 1/2" x 8" NIPPLE	10		
1 1/2" x 1" BUSHING REDUCER	10		
1 1/2" x 1" BELL REDUCER	10		
1 1/2" COUPLING	10		
1 1/2" 90 ELL	10		
1 1/2" TEE	10		
1 1/2" x 1 1/4" BUSHING REDUCER	10		
1 1/2" C.F. x M.I.P. ADAPTER	25		
1 1/2" C.F. x C.F. THREE PART UNION	50		
COMPRESSION COUPLING FOR 1 1/2"	50		
2" x CLOSE NIPPLE	10		
2" x 3" NIPPLE	10		
2" x 4" NIPPLE	10		
2" x 5" NIPPLE	10		
2" x 6" NIPPLE	10		
2" x 7" NIPPLE	10		
2" x 8" NIPPLE	10		
2" x 1 1/2" REDUCING BUSHING	10		
2" x 1 1/2" BELL REDUCER	10		
2" COUPLING	10		
2" 90 ELL	10		
2" TEE	10		
2" C.F. x M.I.P. ADAPTER	25		
2" C.F. x C.F. THREE PART UNION	20		
COMPRESSION COUPLING FOR 2" COPPER (FORD C44-	20		
COMPRESSION COUPLING FOR 2" I.P.	20		
TOTAL			

METER COUPLINGS -- NO LEAD BRASS				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
5/8" - 1/4 BEND METER COUPLING	500			
3/4" - 1/4 BEND METER COUPLING	500			
1" - 1/4 BEND METER COUPLING	100			
TOTAL				

CURB STOPS -- NO LEAD BRASS				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
3/4" F.I.P. x 3/4" F.I.P.	200			
3/4" F.I.P. x 3/4" C.F.	500			
3/4" F.I.P. x 3/4" PACK JOINT COPPER	200			
1" F.I.P. x 1" F.I.P.	200			
1" F.I.P. x 1" C.F.	200			
1" F.I.P. x 1" PACK JOINT COPPER	100			
1 1/2 F.I.P. x 1 1/2" F.I.P.	20			
1 1/2" F.I.P. x 1 1/2" C.F.	30			
1 1/2" F.I.P. x 1 1/2" PACK JOINT COPPER	30			
2" F.I.P. x 2" F.I.P.	30			
2" F.I.P. x 2" C.F.	30			
2" F.I.P. x 2" PACK JOINT COPPER	30			
TOTAL				

CORPORATION STOPS (FULL PORT) - NO LEAD BRASS				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
3/4" C.C. x 3/4" C.F.	300			
3/4" C.C. x 3/4" PACK JOINT COPPER	100			
1" C.C. x 1" C.F.	200			
1" C.C. x 1" PACK JOINT COPPER	100			
1 1/2" C.C. x 1 1/2" C.F.	100			
1 1/2" C.C. x 1 1/2" PACK JOINT COPPER	50			
2" C.C. x 2" C.F.	100			
2" C.C. x 2" PACK JOINT COPPER	50			
TOTAL				

COPPER TUBE TYPE "K" - 60' ROLL				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
3/4"	1 ROLL			
1"	1 ROLL			
1 1/2"	1 ROLL			
40' ROLLS	1 ROLL			
TOTAL				

POLY (MUNICIPEX)				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
3/4"	75 ROLLS			
1"	50 ROLLS			
1 1/2"	20 ROLLS			
2"	20 ROLLS			
TOTAL				

SERVICE SADDLES					
DOUBLE STRAP SERVICE STRADDLES					
NYLON COATED SADDLES WITH STAINLESS STEEL STRAPS					
ROMAC STYLE 202N or		ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
PIPE SIZE	SERVICE				
4"	3/4"	100			
4"	1"	50			
4"	1 1/2"	10			
4"	2"	10			
6"	3/4"	500			
6"	1"	200			
6"	1 1/2"	25			
6"	2"	25			
8"	3/4"	100			
8"	1"	100			
8"	1 1/2"	15			
8"	2"	15			
10"	3/4"	50			
10"	1"	50			
10"	1 1/2"	15			
10"	2"	15			
12"	3/4"	50			
12"	1"	25			
12"	1 1/2"	15			
12"	2"	15			
14"	3/4"	6			
14"	1"	6			
14"	1 1/2"	6			
14"	2"	6			
16"	3/4"	4			
16"	1"	4			
16"	1 1/2"	4			
16"	2"	4			
18"	3/4"	4			
18"	1"	4			
18"	1 1/2"	4			
18"	2"	4			
20"	3/4"	4			
20"	1"	4			
20"	1 1/2"	4			
20"	2"	4			
24"	3/4"	4			

*****CONTINUE ON NEXT PAGE***

*****CONTINUED***

24"	1"	4		
24"	1 1/2"	4		
24"	2"	4		
ROMAC STYLE 101N OR EQUAL		**ESTIMATED USAGE**	**UNIT PRICE**	**EXTENDED PRICE**
PIPE SIZE	SERVICE			
2"	3/4"	100		
2"	1"	75		
TOTAL				

ADJUSTABLE CAST IRON VALVE BOX 24" TO 36"			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
BOX & LID	100		
BOX	100		
LID	100		
TOTAL			

VALVE BOX RISERS (CAST IRON)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1"	40		
2"	40		
3"	40		
4"	40		
6"	40		
TOTAL			

MANHOLE GASKETS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20		
6"	20		
8"	20		
10"	20		
12"	10		
15"	10		
18"	10		
21"	10		
24"	10		
TOTAL			

MANHOLE RING & LID MISCELLANEOUS			
DESCRIPTION	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
24" x 2" RING & LID	50		
23 1/2" x 1 1/2" LID	50		
TOTAL			

MANHOLE RING & LID 32"			
DESCRIPTION	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
RING & LID	50		
RING	50		
LID	50		
VENTILATED MANHOLE	2		
RING & LID (BOLT DOWN)	10		
TOTAL			

MANHOLE EXTENSION RINGS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
32"x 2"	20		
32" x 3"	20		
32" x 4"	20		
32" x 6"	20		
TOTAL			

METER BOXES				
DESCRIPTION	PART #	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
PLASTIC METER BOX WITH LID	DFW 300 OR EQUAL	400		
LIDS	(FOR ABOVE)	200		
CONCRETE METER BOX WITH LID	BROOKS #37-H OR EQUAL	10		
LIDS	(FOR ABOVE)	20		
CONCRETE METER BOX WITH LID	BROOKS #37-H OR EQUAL	10		
LIDS	(FOR ABOVE)	20		
PLASTIC METER BOX WITH LID	DFW 1600 OR EQUAL	100		
LIDS	(FOR ABOVE)	100		
TOTAL				

FIBERGLASS MANHOLES			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4'	10		
5'	10		
6'	10		
7'	10		
8'	10		
TOTAL			

4" SCHEDULE 40 DRAIN FITTINGS			
TYPE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
22 1/2	100		
45	100		
90	100		
SAN TEE	100		
2-WAY TEE	100		
CAP	100		
GLUE TO F. ADAPTOR	100		
THREAD PLUG	100		
TOTAL			

4" SEWER TAPPING SADDLES -- PREDCO STS 4-E OR EQUAL				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
4" SADDLE TEE (FERNCO)	1 ROLL	200		
INSERTA TEE	1 ROLL	100		
WRAP-AROUND FERNCO 4" x 6"	1 ROLL	200		
WRAP-AROUND FERNCO 4" x 8"	1 ROLL	100		
TOTAL				

CLAY TILE X SDR 35 PVC ADAPTERS - FERNCO OR EQUAL				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
4" PVC x 4" PVC (SCL 40)	1 ROLL	200		
4" CLAY x 4" PVC (SCL 40)	1 ROLL	100		
6" CLAY x 6" PVC	1 ROLL	200		
6" PVC x 6" PVC	1 ROLL	100		
8" CLAY x 8" PVC	1 ROLL	200		
8" PVC x 8" PVC	1 ROLL	100		
10" CLAY x 10" PVC	1 ROLL	200		
10" PVC x 10" PVC	1 ROLL	100		
12" CLAY x 12" PVC	1 ROLL	200		
12" PVC x 12" PVC	1 ROLL	100		
15" CLAY x 15" PVC	1 ROLL	200		
15" PVC x 15" PVC	1 ROLL	100		
18" CLAY x 18" PVC	1 ROLL	200		
18" PVC x 18" PVC	1 ROLL	100		
21" CLAY x 21" PVC	1 ROLL	200		
21" PVC x 21" PVC	1 ROLL	100		
24" CLAY x 24" PVC	1 ROLL	200		
24" PVC x 24" PVC	1 ROLL	100		
TOTAL				

GRAND TOTAL FOR NON-PVC BID SECTION $_____

PVC WATER PIPE				
SIZE	TYPE - 20' JOINT	ESTIMATED USAGE (L.F.)	UNIT PRICE (PER L.F.)	EXTENDED PRICE
2"	CLASS 200 PSI	500		
4"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	200		
6"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	2000		
8"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	1000		
10"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	200		
12"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	100		
14"	DR 18 (C.I.O.D.) PER AWWA STANDARD C905	80		
16"	DR 18 (C.I.O.D.) PER AWWA STANDARD C906	80		
18"	DR 18 (C.I.O.D.) PER AWWA STANDARD C907	80		
20"	DR 18 (C.I.O.D.) PER AWWA STANDARD C908	160		
24"	DR 18 (C.I.O.D.) PER AWWA STANDARD C909	80		
TOTAL				

PVC SEWER PIPE				
SIZE	TYPE - 20' JOINT	ESTIMATED USAGE (L.F.)	UNIT PRICE (PER L.F.)	EXTENDED PRICE
4"	SCHEDULE 40 PVC	600		
4"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	100		
6"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	2000		
8"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	800		
10"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	600		
12"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	600		
15"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	400		
18"	DR 35 (P.S. 46) PMS-O.D. PER ASTM F679	400		
21"	DR 35 (P.S. 46) PMS-O.D. PER ASTM F679	100		
24"	DR 35 (P.S. 46) PMS-O.D. PER ASTM F679	100		
TOTAL				

SCHEDULE 40 PIPE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1/2"	100		
3/4"	300		
1"	300		
1 1/4"	100		
1 1/2"	100		
2"	100		
3"	60		
TOTAL			

GRAND TOTAL FOR PVC BID SECTION $_____

GRAND TOTAL $_____

NOTE: Based upon the stated evaluation criteria, the City reserves the right to award both sections to one vendor or to separate vendors.

AUTHORIZED SIGNATURE

_____
Signature and Date

_____
Company Name

_____
Print Name

_____
Company Address

_____
Title

_____
City, State and Zip Code

_____
Telephone Number

_____
Fax Number

_____
Federal Tax ID Number

_____
Email Address

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

30% Pricing
30% References
40% Qualifications (when applicable, will include past performance of services for the City of Sherman)

TERM

Term for Non-PVC Contract

The initial term for the Non-PVC contract will be for a period of one (1) year, commencing on the date of awarding. The City shall have the option to request additional extensions of this contract for four (4) additional terms of one (1) year each (each a "renewal term") on the same terms and conditions of this contract by giving written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

Term for PVC Contract

The initial term for the PVC contract will be for a period of one (1) year, commencing on the date of awarding. The City shall have the option to request additional extensions of this contract for four (4) additional terms of one (1) year each (each a "renewal term") on the same terms and conditions of this contract by giving written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

NOTE: Any optional contract extensions will require authorized signatures from both the City and the awarded vendor.

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

	Coverage Required	Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 202_.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 202_.

_____
Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2025-15**

   Description of Goods and Services to be provided: **Annual Supply of Water & Sewer Parts and Supplies**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

rev. 1/26/2018

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 202__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

AGREEMENT FOR WATER AND SEWER MAINTENANCE PARTS AND SUPPLIES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and _____, a _____ ("Contractor"), hereby enter into this Agreement for water and sewer maintenance parts and supplies ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for water and sewer maintenance parts and supplies for the City; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement;

B. The Bid Request, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.
Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit C.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS

AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.
City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____
Attn:_____
Address:_____
_____
Telephone:_____
Facsimile:_____
Email:_____

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

_____
City Clerk's Office

_____
a Texas corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Dr. Zachary Flores**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

_____
Notary Public in and for the State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **_____,** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ (title) and duly authorized representative for _____, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

_____
Notary Public in and for the State of Texas
My Commission Expires:_____

Sherman
CLASSIC TOWN. BROAD HORIZON.

Addendum #1

Water & Sewer Parts and Supplies Bid No. 2025-15

This addendum pertains to the Resilient Seat Wedge Gate Valves, Fire Hydrants, and Butterfly Valves in the Specifications for this Request for Proposal. The included markups will match specifications to requirements and manufacturers in the approved materials list. Furthermore, this addendum makes this information available to all potential bidders.

Specifications

Resilient Seat Wedge Gate Valves

1. Valve shall conform to **AWWA C509-87**, Standard for resilient Seated Gate Valves.

2. Wedge shall be constructed of cast or ductile iron, fully encapsulated in synthetic rubber.

3. Wedge rubber shall be molded in place and bonded to the iron portion, and shall not be mechanically attached with screws, rivets, or similar fasteners.

4. Wedge shall seat against seating surface arranged symmetrically about the center line of the operation stem, so that seating is equally effective regardless of the direction of pressure unbalance across the wedge.

5. All seating surfaces in the body shall be inclined to be vertical at a minimum angle of 32 degrees (when stem is in a vertical position) to eliminate abrasive wear of rubber sealing surfaces.

6. Stem shall be sealed by at least two O-rings; all stem seals shall be replaceable with valve fully open and wile subject to full rated pressure.

7. Waterway shall be smooth and shall have no depressions or cavities in seat area where foreign material can be lodged and prevent closure or sealing.

8. Valve body and bonnet shall be epoxy coated, inside and out, with fusion bonded epoxy. Coating shall conform to AWWA C550-90, Standard for Protective Interior Coatings for Valves and Hydrants.

9. Gate valves shall be **Mueller A2360, AFC 500, AVK 25/00, or M & H style 7000.**

Replace this page in its entirety with the the next sheet from the City's approved materials list.

Sherman
CLASSIC TOWN. BROAD HORIZON.

WATER

Tapping Sleeves & Valves

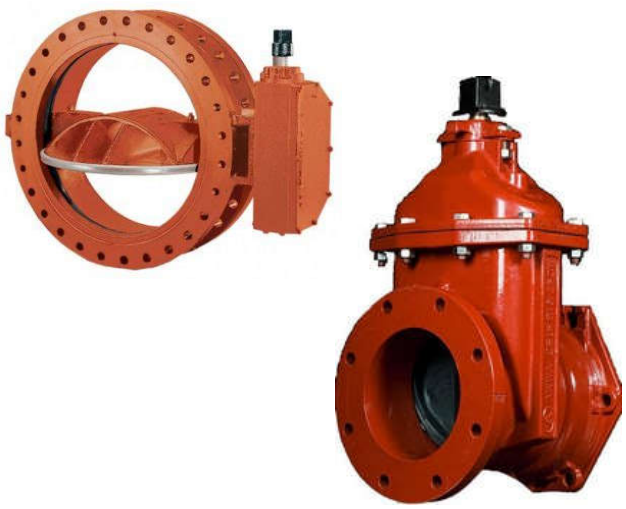
Minimum Requirements:

Valve, Resilient Wedge:

- Valve body, bonnet, stuffing box, etc.. material in accordance with ASTM A536.
- **Flanged End** - Flange drilling in accordance with ASME B16.1 Class 125. Also per AWWA C110 and C111, with a 250 psig working pressure.
- **Mechanical Joint Ends** - In Accordance with ANSI/AWWA C111/A21.11, and C110
- Valve in accordance with ANSI/AWWA C515 and UL listed.
- Certified by ANSI/NSF 61 & 372
- Disc coating in accordance with ANSI/AWWA C550.
- Nut and Bolts in accordance with ANSI/AWWA A304, or ANSI/AWWA A316
- Stem to comply with CDA Alloy C67600 or Stainless steel ASTM A582Type 304
- Valve to be **LEFT** open only.
- Valve to be **NRS** non-rising stem.
- Comply with either AWWA C-515 or AWWA C-509.

Valve, Butterfly:

- Meets or exceeds all applicable requirements of ANSI/AWWA C504, standard Class 150B; NSF 61 Certified.
- Body - Cast Iron ASTM A-126
- Flanges drilled per ANSI B16.1 Class 125
- Disc edge to be 316 stainless
- Disc - Cast iron ASTM A-126 (3”, 4”, 6” stainless steel ASTM A-743 CF8M
- Nonmetallic bearings
- 3” - 24” 304 SS hardware.



PRE-APPROVED MANUFACTURES:

BUTTERFLY VALVES:

- Mueller Lineseal III, 3211-23

VALVE:

Mueller

- A2361 or A2362 Resilient Wedge Gate Valve

American AVK(NRS):

- Series 65 Reduced Wall DI (3” - 12”).
- Series 65 Hymax Grip® Reduced Wall DI (2” - 12”).
- Series 45 Full Wall DI (16” only)

CLOW

- C515 4” - 16” Resilient Wedge Valve (2638)
- C509 2” - 12” Resilient Wedge Valve (2640)

EJ
Flowmaster Resilient Wedge Gate Valve

Date:	08 Feb 2024
Date Last Issued:	08 Feb 2024
Date First Issued	30 Jun 2020
Standard Detail	XX-X00

SHEET NUMBER	**W 6.0**

Specifications – Fire Hydrants

Fire hydrants shall meet or exceed **AWWA C502**, latest revisions. Rated water working pressure shall be 150 psi, test pressure shall be 300 psi, and hydrants shall include the following specific design criteria:

1. The main valve closure shall be of the compression type, opening against the pressure and closing with the pressure. Traffic feature to be designed so that the nozzle section of the hydrant can be rotated (by degree) to full 360-degree circle during field installation, if necessary.

2. The main valve closure shall not be less than 5 ¼" and designed so that removal of seat, drain valve mechanism, internal rod and all working parts can be removed through the top of the hydrant. These parts shall be removable without disturbing the ground line joint or the nozzle section of the fire hydrant. The bronze seat shall be threaded into mating threads of bronze for easy field removal.

3. The operating nut, main stem, coupling and main valve assembly shall be capable of withstanding input torque of 200 ft/lbs., in opening and closing directions. There shall be an internal top housing, with triple O-rings, to seal operating threads from the waterway and accommodate an anti-friction washer.

4. Nozzle section of hydrant shall be designed to permit field replacement of damaged threads without special tools, excavation, or disturbing the ground line joint. Threading of the nozzles and shape operating nut shall be per City of Sherman.

5. Hydrants shall have a **storz pumper** connection.

6. Direction of opening shall be clockwise.

7. Hydrant color shall be aluminum.

8. Lower barrel shall be stenciled: Sherman, TX

9. Fire hydrants shall be **Mueller Super Centurion, Waterous Pacer, American AVK nostalgic (2780), Clow Medallion, or M & H style 129.**

Replace this page in its entirety with the the next sheet from the City's approved materials list.

Sherman
CLASSIC TOWN. BROAD HORIZON.

WATER

Fire Hydrants

Minimum Requirements:

Fittings:

- All fire hydrants shall be equipped with a **5" STORZ** pumper connection.
- Hydrants are to have two - 2½" nozzles with NST threads.
- Working pressure to meet 250 psi.
- Hydrants to meet or exceed AWWA C502 and certified to ANSI/NSF 61/372.
- Hydrants are to operate, open, in the right turn direction.
- Nozzle section, bonnet, hydrant bottom, standpipe flanges and tube support in accordance with ASTM A536, Grade 65-45-12, or Grade 70-50-05 or ANSI/AWWA A21.51/ C151.
- **Flange -** Comply with ANSI/ASME B16.1, Class 125 and ISO PN10/16 (4"/6").
- T-Bolts—High-Strength, corrosion-resistant, low-alloy steel in accordance with ASTM F3125 (Type 3) or stainless steel in accordance with ASTM A304.
- All fittings shall be furnished with stainless steel or high strength COR-TEN steel T-Head Bolts and hex nuts with composition, dimensions and threading in accordance with composition, dimensions and threading in accordance with ANSI/AWWA Standard C111/ A21.11, latest revision .
- All glands shall be preferably made by the same manufacturer as the fittings .
- ASTM A194:
  - B8 CL I Ansi 304 Stainless treated strain hardened
  - B8 CL II Ansi 304 Stainless carbide solution
- Hydrants to be fully painted silver

ASTM A194:

- B8 CL I - ANSI 304 Stainless treated strain hardened
- B8 CL II - ANSI 304 Stainless Carbide Solution

PRE-APPROVED MANUFACTURES:

East Jordan (EJ):

- 5CD250

American Flow Control:

- 5¼" Waterous Pacer® Traffic Model WB67-250

M&H Valve Company:

- Hydrant 129

CLOW:

- 5¼" MVO Medallion w/ Integral Storz - Stem to be Stainless Steel **ONLY**

Date:	28 May 2024
Date Last Issued:	08 Feb 2024
Date First Issued	30 Jun 2020
Standard Detail	XX-X00

SHEET NUMBER	**W 8.0**

Butterfly Valves

Butterfly valves and operators shall conform to AWWA standards for rubber-seated butterfly valves, AWWA Standard C504, and to these specifications:

1. Type of body shall be short body, flanged or mechanical joint.
2. Body material shall be cast iron or ductile iron.
3. Class shall be specified on the plans or contract specifications.
4. Shaft shall be type 304 or 316 stainless steel.
5. Flanged holes shall be drilled to full size.
6. Valve seat shall be natural rubber or Buna-N and polished stainless steel, type 304 or 316, 90-degree seating angle only, with a 360-degree, uninterrupted seating surface.
7. Shaft seals shall be standard split-V packing or double O-ring seal cartridges.
8. Disc shall be ductile iron, cast iron, or fabricated steel.
9. Operating nuts shall be ductile iron.

Replace this page in its entirety with the the next sheet from the City's approved materials list.

Sherman
CLASSIC TOWN. BROAD HORIZON.

WATER

Tapping Sleeves & Valves

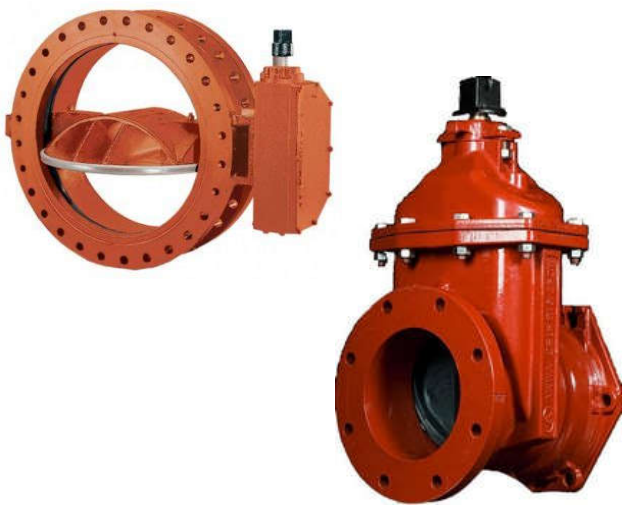
Minimum Requirements:

Valve, Resilient Wedge:

- Valve body, bonnet, stuffing box, etc.. material in accordance with ASTM A536.
- **Flanged End** - Flange drilling in accordance with ASME B16.1 Class 125. Also per AWWA C110 and C111, with a 250 psig working pressure.
- **Mechanical Joint Ends** - In Accordance with ANSI/AWWA C111/A21.11, and C110
- Valve in accordance with ANSI/AWWA C515 and UL listed.
- Certified by ANSI/NSF 61 & 372
- Disc coating in accordance with ANSI/AWWA C550.
- Nut and Bolts in accordance with ANSI/AWWA A304, or ANSI/AWWA A316
- Stem to comply with CDA Alloy C67600 or Stainless steel ASTM A582Type 304
- Valve to be **LEFT** open only.
- Valve to be **NRS** non-rising stem.
- Comply with either AWWA C-515 or AWWA C-509.

Valve, Butterfly:

- Meets or exceeds all applicable requirements of ANSI/AWWA C504, standard Class 150B; NSF 61 Certified.
- Body - Cast Iron ASTM A-126
- Flanges drilled per ANSI B16.1 Class 125
- Disc edge to be 316 stainless
- Disc - Cast iron ASTM A-126 (3”, 4”, 6” stainless steel ASTM A-743 CF8M
- Nonmetallic bearings
- 3” - 24” 304 SS hardware.



PRE-APPROVED MANUFACTURES:

BUTTERFLY VALVES:

- Mueller Lineseal III, 3211-23

VALVE:

Mueller

- A2361 or A2362 Resilient Wedge Gate Valve

American AVK(NRS):

- Series 65 Reduced Wall DI (3” - 12”).
- Series 65 Hymax Grip® Reduced Wall DI (2” - 12”).
- Series 45 Full Wall DI (16” only)

CLOW

- C515 4” - 16” Resilient Wedge Valve (2638)
- C509 2” - 12” Resilient Wedge Valve (2640)

EJ
Flowmaster Resilient Wedge Gate Valve

Date:	08 Feb 2024
Date Last Issued:	08 Feb 2024
Date First Issued	30 Jun 2020
Standard Detail	XX-X00

SHEET NUMBER	**W 6.0**

Exhibit A
<u>Bid Request</u>

City of Sherman
PO Box 1106
Sherman, TX 75091-1106

Request for Proposals

for

WATER & SEWER PARTS AND SUPPLIES RFP No. 2025-15

Publication Dates: **Sunday June 15, 2025**
Sunday June 22, 2025

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

REQUEST FOR PROPOSAL - BID NO. 2025-15; **Water & Sewer Parts and Supplies**

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **Water & Sewer Parts and Supplies** for the City of Sherman.

Questions may be addressed to the Finance Department at the address listed below. The bids will be opened at **2:00 p.m. on Tuesday, July 1, 2025,** at the following address:

City of Sherman – Human Resources Conference Room
Municipal Building
405 N. Rusk Street
Sherman, TX
903-892-7215
craigl@cityofsherman.com

Bids may be submitted by mail to the following address:

City of Sherman
Finance Dept. – RFP for Water & Sewer Parts and Supplies - No. 2025-15

P.O. Box 1106
Sherman, TX 75091-1106

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

NOTICE TO BIDDERS

Bids will be received by the City of Sherman, Sherman, Texas, at the Finance Department, Attention: Craig Long, Sherman Municipal Building, 405 N. Rusk, Sherman, Texas 75091 until the hour **2:00 PM on the 1st day of July, 2025,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2025-15 – Water & Sewer Parts and Supplies

The award is intended to be included on the agenda of a regularly scheduled meeting of the City Council at the following address:

City Council Chambers
City Hall
220 W. Mulberry
Sherman, TX

Each bid delivered to the City shall be sealed and clearly marked "Water & Sewer Parts and Supplies 2025-15" on the exterior of the bid. Electronic submittals may only be made through Public Purchase at https://www.publicpurchase.com. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location or through Public Purchase by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **2:00 p.m., Tuesday, July 1, 2025,** at which time the sealed bids will be opened.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid before the advertised date and hour for opening of bids. If the mail is delayed by the postal service, courier service, or an ISP (Internet Service Provider), beyond the date and hour set for the bid opening, bids thus delayed will not be considered.

The City of Sherman will receive sealed bids for: **Water & Sewer Parts and Supplies.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sherman Finance Department should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sherman's interpretation shall govern.

Information concerning the bid specifications or bid process/procedures may be submitted in writing to Craig Long, Budget Analyst at craigl@cityofsherman.com, or via phone at (903) 892-7215.

Until the final awarding by the City of Sherman, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, and proceed otherwise when the best interests of said City will be realized hereby.

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CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to: www.ci.sherman.tx.us and to www.publicpurchase.com.

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City. Please refer to the **EVALUATION PROCESS & BEST VALUE EVALUATION CRITERIA** sections for additional information .

BID SUBMISSION

Bids may be submitted in person, by mail, or electronically at www.publicpurchase.com.

- Submit bids via mail to PO Box 1106, Sherman, TX 75091-1106.
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted without a signature.
- Bids submitted by email or fax will not be accepted.
- The City is not responsible for mail service. See page 4, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CHANGES OR ALTERATIONS

No part of this bid may be changed/altered in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Sherman may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Sherman, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Sherman considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Sherman, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the City, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the

vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and

save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Sherman supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Sherman. As such, the city of Sherman has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the City the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Sherman to make payment on completed orders within thirty (30) days

of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

PROVISIONAL CLAUSES

The city of Sherman will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Bids submitted via fax or email.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Finance Department and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

PROPOSAL DEFINITIONS:

"City" is the City of Sherman, Texas.
"Bidder" is an individual or business submitting a bid or proposal to the City of Sherman.
"Independent contractor" or "contractor" is one who contracts to perform work or furnish materials in accordance with a contract.

I. PROPOSAL TERMS

A. The City of Sherman reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the independent contractor's qualifications and capabilities to provide the specified service, and other factors which the City of Sherman may consider. The City does not intend to award a contract fully on the basis of any response made to the proposal: the City reserves the right to consider proposals for modifications at any time before a contract would be awarded; and negotiations would be undertaken with the independent contractor whose proposal is deemed to best meet the City's specifications and needs.
B. Proposals must be signed by an official authorized to bind the independent contractor to its provisions for a period of at least ninety (90) days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
C. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. The deadline for submission of proposals may be adjusted to allow for revisions. To be considered, the entire proposal document, with any amendments, should be returned by the specified date, time and method identified on page 2 of this document.
D. Proposals should be prepared simply and economically providing a straightforward, concise description of the independent contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.
E. The price quotations from the contractor stated in this proposal will not be subject to any price increase from the closing date of this RFP to the mutually agreed to date of contract.
F. The City of Sherman reserves the right to increase or decrease the amount of janitorial services based upon annual budget constraints with fifteen (15) days' notice.

G. The City of Sherman reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire RFP.

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Specifications

Resilient Seat Wedge Gate Valves

1. Valve shall conform to **AWWA C509-87**, Standard for resilient Seated Gate Valves.

2. Wedge shall be constructed of cast or ductile iron, fully encapsulated in synthetic rubber.

3. Wedge rubber shall be molded in place and bonded to the iron portion, and shall not be mechanically attached with screws, rivets, or similar fasteners.

4. Wedge shall seat against seating surface arranged symmetrically about the center line of the operation stem, so that seating is equally effective regardless of the direction of pressure unbalance across the wedge.

5. All seating surfaces in the body shall be inclined to be vertical at a minimum angle of 32 degrees (when stem is in a vertical position) to eliminate abrasive wear of rubber sealing surfaces.

6. Stem shall be sealed by at least two O-rings; all stem seals shall be replaceable with valve fully open and wile subject to full rated pressure.

7. Waterway shall be smooth and shall have no depressions or cavities in seat area where foreign material can be lodged and prevent closure or sealing.

8. Valve body and bonnet shall be epoxy coated, inside and out, with fusion bonded epoxy. Coating shall conform to AWWA C550-90, Standard for Protective Interior Coatings for Valves and Hydrants.

9. Gate valves shall be **Mueller A2360, AFC 500, AVK 25/00, or M & H style 7000.**

FLANGED X M.J. GATE VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	6	457.495	2744.97
4"	15	582.111	8731.67
6"	25	777.707	19442.68
8"	15	1214.677	18220.16
10"	2	1929.435	3858.87
12"	4	2329.99	9319.96
14"	1	7543.45	7543.45
16"	1	8182.26	8182.26
18"	1	13392.61	13392.61
20"	1	16084.13	16084.13
24"	1	23091.48	23091.48
TOTAL			130612.24

M.J. GATE VALVES				
SIZE	SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	2"	20	385.475	7709.50
4"	4"	20	609.162	12183.24
6"	6"	50	777.707	38885.35
8"	8"	10	1237.566	12375.66
10"	10"	10	1929.434	19294.34
12"	12"	10	2441.313	24413.13
14"	14"	1	7543.45	7543.45
16"	16"	1	8182.26	8182.26
18"	18"	1	13392.61	13392.61
20"	20"	1	16084.13	16084.13
24"	24"	1	22869.65	22869.65
	TOTAL			182933.32

FLANGED X FLANGE GATE VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	2	603.465	1206.93
6"	2	806.84	1613.68
8"	2	1237.565	2475.13
10"	2	1929.435	3858.87
12"	2	2419.465	4838.93
16"	2	8182.265	16364.53
18"	2	13392.605	26785.21
20"	2	16084.13	32168.26
24"	2	22869.645	45739.29
TOTAL			135050.83

FLANGE BOLTS & GASKETS - STAINLESS STEEL				
SIZE	SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	4"	15	19.753	296.30
6"	6"	25	29.482	737.05
8"	8"	15	38.671	580.07
10"	10"	5	74.564	372.82
12"	12"	5	73.658	368.29
	TOTAL			2354.53

Butterfly Valves

Butterfly valves and operators shall conform to AWWA standards for rubber-seated butterfly valves, AWWA Standard C504, and to these specifications:

1. Type of body shall be short body, flanged or mechanical joint.
2. Body material shall be cast iron or ductile iron.
3. Class shall be specified on the plans or contract specifications.
4. Shaft shall be type 304 or 316 stainless steel.
5. Flanged holes shall be drilled to full size.
6. Valve seat shall be natural rubber or Buna-N and polished stainless steel, type 304 or 316, 90-degree seating angle only, with a 360-degree, uninterrupted seating surface.
7. Shaft seals shall be standard split-V packing or double O-ring seal cartridges.
8. Disc shall be ductile iron, cast iron, or fabricated steel.
9. Operating nuts shall be ductile iron.

M.J. x M.J. BUTTERFLY VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
12"	1	1631.01	1631.01
14"	1	2673.23	2673.23
16"	1	3174.14	3174.14
18"	1	3566.57	3566.57
20"	1	4798.28	4798.28
24"	1	6659.39	6659.39
TOTAL			22502.62

FLANGED x M.J. BUTTERFLY VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
12"	1	1631.01	1631.01
14"	1	2673.23	2673.23
16"	1	3174.04	3174.04
18"	1	3566.57	3566.57
20"	1	4798.28	4798.28
24"	1	6659.39	6659.39
TOTAL			22502.52

FLANGED x FLANGED BUTTERFLY VALVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
12"	1	1631.01	1631.01
14"	1	2673.23	2673.23
16"	1	3174.04	3174.04
18"	1	3566.57	3566.57
20"	1	4798.28	4798.28
24"	1	6659.39	6659.39
TOTAL			22502.52

Ductile Iron Mechanical Joint Fittings

Fittings shall be cast from ductile iron in accordance with **ANSI/AWWA C153/A21.53** with mechanical joint bells. Glands, bolts, nuts, and gaskets shall be in accordance with requirements of **ANSI/AWWA C153/A21.53** Fittings shall be listed by an approved certifying agency as conforming to the requirements of **ANSI/NSF 61.** The working pressure rating shall be 350 psi. Fittings shall have an asphaltic outside coating in accordance with **ANSI/AWWA C153/A21.53.** Fittings shall be cement lined and seal coated in accordance with **ANSI/AWWA C104/A21.4** and listed by an approved certifying agency as conforming to the requirements of **ANSI/NSF 61.**

M.J. CAPS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	5	43.65	218.25
4"	5	31.69	158.45
6"	10	55.608	556.08
8"	5	90.288	451.44
10"	6	113.01	678.06
12"	6	168.618	1011.71
TOTAL			3073.99

M.J. SOLID SLEEVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	5	73.546	367.73
6"	20	123.176	2463.52
8"	10	197.32	1973.20
10"	6	236.185	1417.11
12"	6	318.103	1908.62
14"	2	480.145	960.29
16"	2	607.505	1215.01
18"	2	800.64	1601.28
20"	2	966.865	1933.73
24"	2	1272.41	2544.82
TOTAL			16385.31

M.J. PLUGS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	5	41.856	209.28
4"	5	38.866	194.33
6"	10	72.948	729.48
8"	5	107.628	538.14
10"	6	187.155	1122.93
12"	6	184.165	1104.99
TOTAL			3899.15

	M.J. BENDS			
SIZE	BEND	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	90	4	162.04	648.16
4"	90	4	83.113	332.45
6"	90	20	135.732	2714.64
8"	90	10	195.526	1955.26
10"	90	6	309.732	1858.39
12"	90	2	416.765	833.53
14"	90	1	694.80	694.80
16"	90	1	942.95	942.95
18"	90	1	1171.36	1171.36
20"	90	1	1632.37	1632.37
24"	90	1	2436.60	2436.60
2"	45	4	107.63	430.52
4"	45	4	69.36	277.44
6"	45	8	110.02	880.16
8"	45	6	160.247	961.48
10"	45	4	260.805	923.22
12"	45	4	345.01	1380.04
14"	45	1	540.54	540.54
16"	45	1	674.47	674.47
18"	45	1	997.96	997.96
20"	45	1	1064.33	1064.33
24"	45	1	1616.82	1616.82
TOTAL				24967.49

M.J. REDUCERS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 2"	10	133.34	1333.40
6" x 2"	4	129.155	516.62
6" x 4"	15	78.928	1183.92
8" x 4"	1	107.63	107.63
8" x 6"	1	114.80	114.80
10" x 4"	1	174.00	174.00
10" x 6"	2	147.095	294.19
10" x 8"	2	162.04	324.08
12" x 4"	1	220.64	220.64
12" x 6"	3	193.733	581.20
12" x 8"	1	197.32	197.32
12" x 10"	1	219.44	219.44
14" x 12"	1	345.01	345.01
16" x 12"	1	447.26	447.26
18" x 12"	1	688.82	688.82
20" x 12"	1	765.96	765.96
24" x 12"	1	1170.76	1170.76
TOTAL			8685.05

	M.J. BENDS			
SIZE	BEND	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	22 1/2	4	113.01	452.04
4"	22 1/2	4	65.175	260.70
6"	22 1/2	4	99.855	399.42
8"	22 1/2	4	156.063	624.25
10"	22 1/2	4	230.205	920.82
12"	22 1/2	2	301.36	602.72
14"	22 1/2	1	547.71	547.71
16"	22 1/2	1	646.97	646.97
18"	22 1/2	1	819.77	819.77
20"	22 1/2	1	1112.16	1112.16
24"	22 1/2	1	1493.05	1493.05
4"	11 1/4	2	62.785	125.57
6"	11 1/4	2	104.64	209.28
8"	11 1/4	2	141.71	283.42
10"	11 1/4	2	229.01	458.02
12"	11 1/4	2	282.825	565.65
14"	11 1/4	1	624.85	624.85
16"	11 1/4	1	684.04	684.04
18"	11 1/4	1	1034.43	1034.43
20"	11 1/4	1	1047.59	1047.59
24"	11 1/4	1	1398.58	1398.58
TOTAL				14311.04

M.J. TEE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 2"	4	582.393	2329.57
4" x 4"	5	108.824	544.12
6" x 2"	4	163.238	652.95
6" x 4"	4	180.578	722.31
6" x 6"	20	194.33	3886.60
8" x 4"	1	209.88	209.88
8" x 6"	6	240.968	1445.81
8" x 8"	2	291.195	582.39
10" x 4"	1	320.49	320.49
10" x 6"	2	310.93	621.86
10" x 8"	2	363.545	727.09
10" x 10"	2	414.97	829.94
12" x 4"	1	392.85	392.85
12" x 6"	3	392.85	1178.55
12" x 8"	1	452.04	452.04
12" x 10"	1	581.20	581.20
12" x 12"	4	578.805	2315.22
14" x 6"	1	625.44	625.44
14" x 8"	1	708.56	708.56
14" x 10"	1	944.14	944.14
14" x 12"	1	1014.10	1014.10
14" x 14"	1	960.29	960.29
16" x 6"	1	806.62	806.62
16" x 8"	1	875.98	875.98
16" x 10"	1	1158.21	1158.21
16" x 12"	1	1046.99	1046.99
16" x 14"	1	1429.07	1429.07
16" x 16"	1	1321.44	1321.44
18" x 6"	1	1178.54	1178.54
18" x 10"	1	1304.70	1304.70
18" x 12"	1	1513.98	1513.98
18" x 14"	1	1958.25	1958.25
18" x 16"	1	2044.95	2044.95
18" x 18"	1	1972.00	1972.00
20" x 6"	1	1325.63	1325.63
20" x 8"	1	1355.53	1355.53
20" x 10"	1	1834.47	1834.47
20" x 12"	1	1677.22	1677.22
20" x 14"	1	2095.77	2095.77
20" x 16"	1	1650.91	1650.91
18" x 18"	1	1972.00	1972.00
20" x 20"	1	1789.90	1789.90
24" x 6"	1	1595.30	1595.30

***continue on upper right column**

CONTINUED FROM LEFT COLUMN

24" x 8"	1	1614.43	1614.43
24" x 10"	1	2167.53	2167.53
24" x 12"	1	1875.73	1875.73
24" x 14"	1	2568.74	2568.74
24" x 16"	1	2361.26	2361.26
24" x 18"	1	2727.79	2727.79
24" x 20"	1	3027.96	3027.96
24" x 24"	1	2696.70	2696.70
TOTAL			71313.98

M.J. CROSS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 4"	2	230.805	461.61
6" x 4"	2	252.93	505.86
6" x 6"	2	282.825	565.65
8" x 4"	1	398.23	398.23
8" x 6"	1	293.59	293.59
8" x 8"	1	308.54	308.54
10" x 4"	1	389.86	389.86
10" x 6"	1	377.90	377.90
10" x 8"	1	468.19	468.19
10" x 10"	1	493.90	493.90
12" x 4"	1	483.73	483.73
12" x 6"	1	477.15	477.15
12" x 8"	1	547.71	547.71
12" x 10"	1	865.22	865.22
12" x 12"	1	865.22	865.22
TOTAL			7502.36

FLANGE TO M.J. ADAPTERS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	5	78.928	394.64
6"	5	108.824	544.12
8"	5	163.238	816.19
10"	5	282.824	1414.12
12"	5	361.752	1808.76
TOTAL			4977.83

M.J. x FLANGE 90 ADAPTERS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	5	95.072	475.36
6"	5	166.226	831.13
8"	5	288.804	1444.02
10"	5	470.578	2352.89
12"	5	676.268	3381.34
TOTAL			8484.74

*MEGA LUG 2000 SERIES			
*RESTRAINT GLANDS (FOR C900 PVC) SETS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20	31.289	625.78
6"	100	34.629	3462.90
8"	50	51.247	2562.35
10"	20	96.897	1937.94
12"	20	101.825	2036.50
14"	10	177.67	1776.70
16"	10	238.742	2387.42
18"	10	296.124	2961.24
20"	10	367.113	3671.13
24"	10	423.691	4236.91
TOTAL			25658.87

*MEGA LUG 1100 SERIES			
*MECHANICAL JOINT ACCESSORY SET			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20	23.268	465.36
6"	100	30.00	3000.00
8"	50	45.784	2289.20
10"	20	67.753	1355.06
12"	20	90.011	1800.22
14"	10	125.691	1256.91
16"	10	164.165	1641.65
18"	10	232.536	2325.36
20"	10	288.371	2883.71
24"	10	438.608	4386.08
TOTAL			21403.55

RESTRAINER CLAMPS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20	39.732	794.64
6"	50	54.763	2738.15
8"	20	88.815	1776.30
10"	20	154.846	3096.92
12"	10	169.412	1694.12
14"	10	429.495	4294.95
16"	10	436.768	4367.68
18"	10	541.01	5140.10
20"	10	763.636	7636.36
24"	10	1125.253	11252.53
TOTAL			43061.75

RESTRAINT GLAND (FOR C.I.P.)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20	23.031	460.62
6"	100	27.112	2711.20
8"	50	41.378	2068.90
10"	20	61.235	1224.70
12"	20	89.092	1781.84
14"	10	124.408	1244.08
16"	10	177.959	1779.59
18"	10	252.082	2520.82
20"	10	312.612	3126.12
24"	10	434.133	4341.33
TOTAL			21259.20

MECHANICAL JOINT ACCESSORY KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2"	10	22.124	221.24
4"	20	28.701	574.02
6"	100	38.866	3886.60
8"	50	43.052	2152.60
10"	20	61.588	1231.76
12"	20	63.382	1267.64
14"	10	96.866	968.66
16"	10	103.443	1034.43
18"	10	133.938	1339.38
20"	10	184.165	1841.65
24"	10	257.113	2571.13
TOTAL			17089.11

Specifications – Fire Hydrants

Fire hydrants shall meet or exceed **AWWA C502**, latest revisions. Rated water working pressure shall be 150 psi, test pressure shall be 300 psi, and hydrants shall include the following specific design criteria:

1. The main valve closure shall be of the compression type, opening against the pressure and closing with the pressure. Traffic feature to be designed so that the nozzle section of the hydrant can be rotated (by degree) to full 360-degree circle during field installation, if necessary.

2. The main valve closure shall not be less than 5 ¼" and designed so that removal of seat, drain valve mechanism, internal rod and all working parts can be removed through the top of the hydrant. These parts shall be removable without disturbing the ground line joint or the nozzle section of the fire hydrant. The bronze seat shall be threaded into mating threads of bronze for easy field removal.

3. The operating nut, main stem, coupling and main valve assembly shall be capable of withstanding input torque of 200 ft/lbs., in opening and closing directions. There shall be an internal top housing, with triple O-rings, to seal operating threads from the waterway and accommodate an anti-friction washer.

4. Nozzle section of hydrant shall be designed to permit field replacement of damaged threads without special tools, excavation, or disturbing the ground line joint. Threading of the nozzles and shape operating nut shall be per City of Sherman.

5. Hydrants shall have a **storz pumper** connection.

6. Direction of opening shall be clockwise.

7. Hydrant color shall be aluminum.

8. Lower barrel shall be stenciled: Sherman, TX

9. Fire hydrants shall be **Mueller Super Centurion, Waterous Pacer, American AVK nostalgic (2780), Clow Medallion, or M & H style 129.**

FIRE HYDRANTS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2'	1	2747.06	2747.06
2 1/2'	1	2807.31	2807.31
3'	5	2867.516	14337.58
3 1/2'	5	2927.758	14638.79
4'	10	2988.192	29881.92
4 1/2'	10	3048.354	30483.54
5'	10	3108.657	31086.57
5 1/2	5	3168.858	15844.29
6'	3	3228.99	9686.97
6 1/2'	3	3289.343	9868.03
7'	2	3349.485	6698.97
TOTAL			168081.03

FIRE HYDRANT EXTENSION KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
6"	10	412.229	4122.29
12"	5	454.344	2271.72
TOTAL			6394.01

TRAFFIC FLANGE REPAIR KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
N/A	10	342.857	3428.57
TOTAL			3428.57

MAIN VALVE REPAIR KIT			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
N/A	10	651.786	6517.86
TOTAL			6517.86

Specifications – Stainless Steel Repair Clamps

1. **Shell –** 304 Stainless Steel , 18 to 28 gauge, depending on size.

2. **Sidebars –** Heavy gauge 304 Stainless Steel, GTWA welded to form, permanent fusion with shell.

3. **Lugs –** 304 Stainless Steel, fused to sidebar by GMAW weld.

4. **Bolts –** 304 Stainless Steel, 4-inch clamps and small use ½" UNC rolled thread, 6- inch clamps and larger use 5/8" rolled threads. Bolts are GMAW welded to sidebar.

5. **Nuts –** Heavy hex, 304 Stainless Steel, 4-inch clamps and smaller use ½" UNC thread, 6-inch clamps and larger use 5/8" UNC threads. Nuts coated to prevent galling.

6. **Washers –** 5/8" 304 Stainless Steel flat washers, on sizes 13/55 and larger. ½" or 5/8" plastic washer between nut or Stainless Steel washer and lift bar, on all sizes.

7. **Armors –** Heavy gauge 304 Stainless Steel, bonded to gasket to bridge gap at lug area.

8. **Lifter Bars –** 304 Stainless Steel, lip curved to hold position while tightening. Heavy gauge to serve as bearing surface for nuts.

9. **Gaskets –** Virgin SBR rubber compounded for water and sewer service, in accordance with ASTM D 2000 MMA 610 resistance.

REPAIR CLAMPS ROMAC - SS1 STAINLESS STEEL OR EQUAL (FOR D.I. & C900 PVC)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
2" x 8"	50	68.455	3422.75
2" x 10"	50	95.273	4763.65
2" x 12"	50	113.859	5692.95
2" x 16"	50	127.253	6362.65
4" x 8"	50	87.758	4387.90
4" x 10"	50	115.545	5777.25
4" x 12"	50	134.657	6732.85
4" x 16"	50	149.545	7477.25
4" x 20"	10	225.707	2257.07
6" x 8"	100	102.323	10232.30
6" x 10"	100	138.424	13842.40
6" x 12"	100	163.99	16399.00
6" x 16"	50	180.545	9027.25
6" x 20"	25	283.616	7090.40
8" x 8"	25	119.646	2991.15
8" x 10"	25	157.99	3949.75
8" x 12"	50	191.091	9554.55
8" x 16"	50	219.677	10983.85
8" x 20"	25	318.727	7968.18
10" x 8"	20	155.697	3113.94
10" x 10"	20	204.637	4092.74
10" x 12"	25	243.748	6093.70
10" x 16"	25	282.879	7071.98
10" x 20"	10	388.788	3887.88
12" x 8"	10	184.253	1842.53
12" x 10"	10	243.596	2435.96
12" x 12"	25	295.121	7378.03
12" x 16"	25	335.687	8392.18
12" x 20"	25	458.707	11467.68
14" x 24"	6	1184.172	7105.03
16" x 24"	6	1314.363	7886.18
18" x 24"	6	1537.627	9225.76
20" x 24"	6	2383.425	14300.55
24" x 24"	6	2484.778	14908.67
TOTAL			248115.96

Specifications – Stainless Steel Tapping Sleeves

1. **Flange –** Ductile iron that meets or exceeds ASTM A536 standards. All flanges in accordance with ANSI class 125 and 150 drilling and recess to accept tapping valve.

2. **Stainless Steel –** Meets or exceeds ASTM A 240 type 304 USN-designated S30400.

3. **Outlet –** Heavy gauge 304L Stainless Steel. Fused to shell by GMAW weld on the outside and GTAW weld on the inside.

4. **Shell –** Heavy gauge Stainless Steel top half 304L, back half 304.

5. **Side Bars –** Heavy gauge 304 Stainless Steel, GTAW welded to form permanent fusion with shell.

6. **Lugs –** 304 Stainless Steel, fused to sidebar by GMAW welding.

7. **Bolts –** 304 Stainless Steel, bolts are to be GMAW welded to sidebar.

8. **Nuts –** Heavy hex, coated to prevent galling.

9. **Armors –** Heavy gauge 304 Stainless Steel.

10. **Lifter Bars** – 304 Stainless Steel lip curved to hold position while tightening. Heavy gauge to serve as bearing surface for nuts.

11. **Gaskets** – Virgin SBR rubber compounded for water and sewer service, in accordance with ASTM D 2000 MMA610. Grid pattern and tapered ends to assure seal around full circumference of pipe. Working pressure up to 200 psi. Test pressure of 300 psi.

12. **Welds** – GMAW and GTAW weld process. 308L Stainless Steel filler wire used as appropriate. Flange weld-GMAW type proprietary process. All welds will be fully passivated to enhance corrosion resistance.

STAINLESS STEEL TAPPING SLEEVE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4" x 4"	4	571.00	2284.00
6" x 4"	6	657.667	3946.00
6" x 6"	10	704.587	7045.87
8" x 4"	1	677.54	677.54
8" x 6"	4	734.373	2937.49
8" x 8"	4	940.455	3761.82
10" x 4"	1	785.23	785.23
10" x 6"	4	850.253	3401.01
10" x 8"	2	1033.06	2066.12
10" x 10"	2	1578.295	3156.59
12" x 4"	1	876.40	876.40
12" x 6"	2	971.655	1943.31
12" x 8"	2	1219.07	2438.14
12" x 10"	2	1546.96	3093.92
12" x 12"	2	1793.325	3586.65
14" x 6"	1	1197.70	1197.70
14" x 8"	1	1499.14	1499.14
14" x 10"	1	1851.39	1851.39
14" x 12"	1	2028.44	2028.44
16" x 6"	1	1565.00	1565.00
16" x 8"	1	1701.08	1701.08
16" x 10"	1	2081.29	2081.29
16" x 12"	1	2332.91	2332.91
18" x 6"	1	1758.06	1758.06
18" x 8"	1	1900.95	1900.95
18" x 10"	1	2232.68	2232.68
18" x 12"	1	2677.90	2677.90
20" x 6"	1	1815.34	1815.34
20" x 8"	1	1927.74	1927.74
20" x 10"	1	2561.97	2561.97
20" x 12"	1	2906.27	2906.27
24" x 6"	1	1783.09	1783.09
24" x 8"	1	1938.28	1938.28
24" x 10"	1	2599.11	2599.11
24" x 12"	1	2985.39	2985.39
TOTAL			83343.82

BRASS PIPE FITTINGS - ***NO LEAD BRASS***			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1/2" CLOSE NIPPLE	50	1.695	84.75
1/2" x 1 1/2" NIPPLE	50	1.968	98.40
1/2 x 2" NIPPLE	50	2.263	113.15
1/2" x 2 1/2" NIPPLE	50	2.716	135.80
1/2" x 3" NIPPLE	50	3.095	154.75
1/2" x 3 1/2" NIPPLE	50	3.537	176.85
1/2" x 4" NIPPLE	50	3.968	198.40
1/2" x 4 1/2" NIPPLE	50	4.516	225.80
1/2" x 5 NIPPLE	50	4.874	243.70
1/2" x 5 1/2 NIPPLE	50	5.40	270.00
1/2" x 6 NIPPLE	50	5.842	292.10
1/2 x 6 1/2 " NIPPLE	50	6.937	346.85
1/2" x 1/2" 90 ELL	100	3.326	332.60
1/2" STREET 90 ELL	100	4.137	413.70
1/2" TEE	50	3.832	191.60
1/2" COUPLING	100	2.737	273.70
1/2" x 3/4 BELL REDUCER	200	4.358	871.60
1/2" x 3/4" BUSHING REDUCER	200	2.40	480.00
1/2" MIP PLUG	200	2.295	459.00
COMPRESSION COUPLING FOR 1/2" COPPER	100	20.469	2046.90
COMPRESSION COUPLING FOR 1/2" IRON PIPE	100	19.674	1967.40
1/2" HOSE BIB	50	4.716	235.80
3/4" CLOSE NIPPLE	600	2.463	1477.80
3/4" x 1 1/2" NIPPLE	600	2.621	1572.60
3/4" x 2" NIPPLE	600	3.105	1863.00
3/4" x 2 1/2" NIPPLE	600	3.60	2160.00
3/4" x 3" NIPPLE	600	4.147	2488.20
3/4" x 3 1/2" NIPPLE	200	4.579	915.80
3/4" x 4" NIPPLE	200	5.326	1065.20
3/4" x 4 1/2" NIPPLE	100	5.79	579.00
3/4" x 5" NIPPLE	100	6.39	639.00
3/4" HOSE BIB	50	4.537	226.85
34" x 5 1/2" NIPPLE	50	6.979	348.95
3/4" x 6" NIPPLE	50	7.768	388.40
3/4" x 6 1/2" NIPPLE	50	7.895	394.75
3/4" 90 ELL	300	4.474	1342.20
3/4" TEE	200	5.505	1101.00

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BRASS PIPE FITTINGS - ***NO LEAD BRASS***			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
3/4" COUPLING	500	3.621	1810.50
3/4" x 1/2" 90 ELL	1000	5.116	5116.00
3/4" STREET 90 ELL	200	5.832	1166.40
3/4" C.F. x M.I.P. ADAPTER	500	14.182	7091.00
3/4" C.F. x C.F. THREE PART UNION	200	17.929	3585.80
COMPRESSION COUPLING FOR 3/4" COPPER	300	19.414	5824.20
COMPRESSION COUPLING FOR 3/4" IRON PIPE	100	21.404	2140.40
1" CLOSE NIPPLE	300	3.632	1089.60
1" x 1 1/2" NIPPLE	300	4.474	1342.20
1" x 2" NIPPLE	300	4.474	1342.20
1" x 2 1/2" NIPPLE	300	5.137	1541.10
1" x 3" NIPPLE	100	5.916	591.60
1" x 3 1/2 NIPPLE	100	6.853	685.30
1" x 4 NIPPLE	100	7.705	770.50
1" x 4 1/2" NIPPLE	100	8.59	859.00
1" x 5" NIPPLE	100	9.505	950.50
1" x 5 1/2" NIPPLE	100	10.411	1041.10
1" x 6" NIPPLE	100	11.347	1134.70
1" x 6 1/2" NIPPLE	50	11.579	578.95
1" 90 ELL	200	6.916	1383.20
1" STREET 90 ELL	100	9.653	965.30
1" TEE	200	9.779	1955.80
1" COUPLING	300	5.505	1651.50
1" x 3/4" BELL REDUCER	300	7.253	2175.90
1" x 3/4" BUSHING REDUCER	300	3.621	1086.30
1" x 3/4" 90 ELL	200	8.916	1783.20
1" C.F. x M.I.P. ADAPTER	200	20.253	4050.60
1" C.F. x C.F. THREE PART UNION	200	31.364	6272.80
COMPRESSION COUPLING FOR 1" I.P.	200	22.212	4442.40
COMPRESSION COUPLING FOR 1" I.P.	100	37.748	3774.80
1 1/2" x CLOSE NIPPLE	10	7.00	70.00

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BRASS PIPE FITTINGS - *NO LEAD BRASS*			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1 1/2" x 3" NIPPLE	10	10.379	103.79
1 1/2" x 4" NIPPLE	10	12.611	126.11
1 1/2" x 5" NIPPLE	10	15.674	156.74
1 1/2" x 6" NIPPLE	10	18.621	186.21
1 1/2" x 7" NIPPLE	10	19.316	193.16
1 1/2" x 8" NIPPLE	10	24.726	247.26
1 1/2" x 1" BUSHING REDUCER	10	7.895	78.95
1 1/2" x 1" BELL REDUCER	10	14.768	147.68
1 1/2" COUPLING	10	11.695	116.95
1 1/2" 90 ELL	10	19.095	190.95
1 1/2" TEE	10	18.874	188.74
1 1/2" x 1 1/4" BUSHING REDUCER	10	7.895	78.95
1 1/2" C.F. x M.I.P. ADAPTER	25	62.454	1561.35
1 1/2" C.F. x C.F. THREE PART UNION	50	94.152	4707.60
COMPRESSION COUPLING FOR 1 1/2"	50	74.333	3716.65
2" x CLOSE NIPPLE	10	10.663	106.63
2" x 3" NIPPLE	10	12.40	124.00
2" x 4" NIPPLE	10	16.221	162.21
2" x 5" NIPPLE	10	20.053	200.53
2" x 6" NIPPLE	10	23.916	239.16
2" x 7" NIPPLE	10	24.368	243.68
2" x 8" NIPPLE	10	31.947	319.47
2" x 1 1/2" REDUCING BUSHING	10	11.695	116.95
2" x 1 1/2" BELL REDUCER	10	22.611	226.11
2" COUPLING	10	19.253	192.53
2" 90 ELL	10	22.337	223.37
2" TEE	10	30.926	309.26
2" C.F. x M.I.P. ADAPTER	25	114.616	2865.40
2" C.F. x C.F. THREE PART UNION	20	153.606	3072.12
COMPRESSION COUPLING FOR 2" COPPER (FORD C44-	20	100.334	2006.68
COMPRESSION COUPLING FOR 2" I.P.	20	96.94	1938.80
TOTAL			118596.44

METER COUPLINGS -- NO LEAD BRASS				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
5/8" - 1/4 BEND METER COUPLING	500	15.222		7611.00
3/4" - 1/4 BEND METER COUPLING	500	15.222		7611.00
1" - 1/4 BEND METER COUPLING	100	21.717		2171.70
TOTAL				17393.70

CURB STOPS -- NO LEAD BRASS				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
3/4" F.I.P. x 3/4" F.I.P.	200	56.96		11392.00
3/4" F.I.P. x 3/4" C.F.	500	66.939		33469.50
3/4" F.I.P. x 3/4" PACK JOINT COPPER	200	64.071		12814.20
1" F.I.P. x 1" F.I.P.	200	87.303		17460.60
1" F.I.P. x 1" C.F.	200	93.596		18719.20
1" F.I.P. x 1" PACK JOINT COPPER	100	97.202		9720.20
1 1/2 F.I.P. x 1 1/2" F.I.P.	20	176.414		3528.28
1 1/2" F.I.P. x 1 1/2" C.F.	30	209.091		6272.73
1 1/2" F.I.P. x 1 1/2" PACK JOINT COPPER	30	209.091		6272.73
2" F.I.P. x 2" F.I.P.	30	256.98		7709.40
2" F.I.P. x 2" C.F.	30	305.939		9178.17
2" F.I.P. x 2" PACK JOINT COPPER	30	289.818		8694.54
TOTAL				145231.55

CORPORATION STOPS (FULL PORT) - NO LEAD BRASS				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
3/4" C.C. x 3/4" C.F.	300	49.919		14975.70
3/4" C.C. x 3/4" PACK JOINT COPPER	100	51.455		5145.50
1" C.C. x 1" C.F.	200	64.081		12816.20
1" C.C. x 1" PACK JOINT COPPER	100	67.667		6766.70
1 1/2" C.C. x 1 1/2" C.F.	100	151.636		15163.60
1 1/2" C.C. x 1 1/2" PACK JOINT COPPER	50	151.636		7581.80
2" C.C. x 2" C.F.	100	250.808		2508.80
2" C.C. x 2" PACK JOINT COPPER	50	250.808		12540.40
TOTAL				100070.70

COPPER TUBE TYPE "K" - 60' ROLL				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
3/4"	1 ROLL	509.17		509.17
1"	1 ROLL	675.78		675.78
1 1/2"	1 ROLL	1077.46		1077.46
40' ROLLS	1 ROLL	1101.62		1101.62
TOTAL				3364.03

POLY (MUNICIPEX)				
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE
3/4"	75 ROLLS	105.773		7932.98
1"	50 ROLLS	158.969		7948.45
1 1/2"	20 ROLLS	564.124		11282.48
2"	20 ROLLS	986.598		19731.96
TOTAL				46895.87

SERVICE SADDLES				
DOUBLE STRAP SERVICE STRADDLES				
NYLON COATED SADDLES WITH STAINLESS STEEL STRAPS				
ROMAC STYLE 202N or		ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
PIPE SIZE	SERVICE			
4"	3/4"	100	69.253	6925.30
4"	1"	50	69.253	3462.65
4"	1 1/2"	10	180.101	1801.01
4"	2"	10	90.051	900.51
6"	3/4"	500	75.828	37914.00
6"	1"	200	75.828	15165.60
6"	1 1/2"	25	93.424	2335.60
6"	2"	25	93.424	2335.60
8"	3/4"	100	88.596	8859.60
8"	1"	100	88.596	8859.60
8"	1 1/2"	15	110.576	1658.64
8"	2"	15	110.576	1658.64
10"	3/4"	50	107.404	5370.20
10"	1"	50	107.404	5370.20
10"	1 1/2"	15	134.637	2019.56
10"	2"	15	134.637	2019.56
12"	3/4"	50	126.01	6300.50
12"	1"	25	126.01	3150.25
12"	1 1/2"	15	143.495	2152.43
12"	2"	15	143.495	2152.43
14"	3/4"	6	112.413	674.48
14"	1"	6	112.413	674.48
14"	1 1/2"	6	130.505	783.03
14"	2"	6	130.505	783.03
16"	3/4"	4	134.605	538.42
16"	1"	4	134.605	538.42
16"	1 1/2"	4	148.90	595.60
16"	2"	4	148.90	595.60
18"	3/4"	4	156.153	624.61
18"	1"	4	156.153	624.61
18"	1 1/2"	4	170.698	682.79
18"	2"	4	170.698	682.79
20"	3/4"	4	171.243	684.97
20"	1"	4	171.243	684.97
20"	1 1/2"	4	204.615	818.46
20"	2"	4	204.615	818.46
24"	3/4"	4	191.11	764.44

*****CONTINUE ON NEXT PAGE***

CONTINUED

24"	1"	4	191.11	764.44
24"	1 1/2"	4	213.243	852.97
24"	2"	4	213.243	852.97
ROMAC STYLE 101N OR EQUAL		**ESTIMATED USAGE**	**UNIT PRICE**	**EXTENDED PRICE**
PIPE SIZE	SERVICE			
2"	3/4"	100	46.636	4663.60
2"	1"	75	46.636	3497.70
TOTAL				142612.72

ADJUSTABLE CAST IRON VALVE BOX 24" TO 36"			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
BOX & LID	100	82.105	8210.50
BOX	100	75.789	7578.90
LID	100	13.684	1368.40
TOTAL			17157.80

VALVE BOX RISERS (CAST IRON)			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1"	40	21.97	878.80
2"	40	28.653	1146.12
3"	40	37.245	1489.80
4"	40	41.939	1677.56
6"	40	57.306	2292.24
TOTAL			7484.52

MANHOLE GASKETS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4"	20	3.06	61.22
6"	20	3.266	65.32
8"	20	3.358	67.16
10"	20	3.937	78.74
12"	10	4.611	46.11
15"	10	18.537	185.37
18"	10	21.863	218.63
21"	10	25.80	258.00
24"	10	28.737	287.37
TOTAL			1267.92

BID SECTION FOR NON-PVC ONLY

MANHOLE RING & LID MISCELLANEOUS			
DESCRIPTION	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
24" x 2" RING & LID	50	NO BID	NO BID
23 1/2" x 1 1/2" LID	50	NO BID	NO BID
TOTAL			N/A

MANHOLE RING & LID 32"			
DESCRIPTION	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
RING & LID	50	628.316	31415.80
RING	50	289.827	14491.35
LID	50	337.459	16872.95
VENTILATED MANHOLE	2	306.12	612.24
RING & LID (BOLT DOWN)	10	718.878	7188.78
TOTAL			85451.72

MANHOLE EXTENSION RINGS			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
32"x 2"	20	101.842	2036.84
32" x 3"	20	130.263	2605.26
32" x 4"	20	173.684	3473.68
32" x 6"	20	252.632	5052.64
TOTAL			13168.42

METER BOXES				
DESCRIPTION	PART #	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
PLASTIC METER BOX WITH LID	DFW 300 OR EQUAL	400	25.316	10126.40
LIDS	(FOR ABOVE)	200	13.684	2736.80
CONCRETE METER BOX WITH LID	BROOKS #37-H OR EQUAL	10	105.052	1050.52
LIDS	(FOR ABOVE)	20	45.263	905.26
CONCRETE METER BOX WITH LID	BROOKS #37-H OR EQUAL	10	105.052	1050.52
LIDS	(FOR ABOVE)	20	45.263	905.26
PLASTIC METER BOX WITH LID	DFW 1600 OR EQUAL	100	58.527	5852.70
LIDS	(FOR ABOVE)	100	18.19	1819.00
TOTAL				24446.46

FIBERGLASS MANHOLES			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
4'	10	1806.186	18061.86
5'	10	2055.67	20556.70
6'	10	2310.309	23103.09
7'	10	2571.134	25711.34
8'	10	2814.433	28144.33
TOTAL			115577.32

4" SCHEDULE 40 DRAIN FITTINGS			
TYPE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
22 1/2	100	5.99	599.00
45	100	14.175	1417.50
90	100	10.887	1088.70
SAN TEE	100	11.516	1151.60
2-WAY TEE	100	18.773	1877.30
CAP	100	6.784	678.40
GLUE TO F. ADAPTOR	100	6.206	620.60
THREAD PLUG	100	5.489	548.90
TOTAL			7982.00

4" SEWER TAPPING SADDLES -- PREDCO STS 4-E OR EQUAL					
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE	
4" SADDLE TEE (FERNCO)	1 ROLL	200		33.071	6614.20
INSERTA TEE	1 ROLL	100		66.412	6641.20
WRAP-AROUND FERNCO 4" x 6"	1 ROLL	200		33.412	6682.40
WRAP-AROUND FERNCO 4" x 8"	1 ROLL	100		33.412	3341.20
TOTAL				23279.00	

CLAY TILE X SDR 35 PVC ADAPTERS - FERNCO OR EQUAL					
SIZE	ESTIMATED USAGE	UNIT PRICE		EXTENDED PRICE	
4" PVC x 4" PVC (SCL 40)	1 ROLL	200		4.546	909.20
4" CLAY x 4" PVC (SCL 40)	1 ROLL	100		4.546	454.60
6" CLAY x 6" PVC	1 ROLL	200		9.722	1944.40
6" PVC x 6" PVC	1 ROLL	100		9.722	972.20
8" CLAY x 8" PVC	1 ROLL	200		14.959	2991.80
8" PVC x 8" PVC	1 ROLL	100		14.959	1495.90
10" CLAY x 10" PVC	1 ROLL	200		22.454	4490.80
10" PVC x 10" PVC	1 ROLL	100		22.454	2245.40
12" CLAY x 12" PVC	1 ROLL	200		26.196	5239.20
12" PVC x 12" PVC	1 ROLL	100		26.196	2619.60
15" CLAY x 15" PVC	1 ROLL	200		46.814	9362.80
15" PVC x 15" PVC	1 ROLL	100		46.814	4681.40
18" CLAY x 18" PVC	1 ROLL	200		103.67	20734.00
18" PVC x 18" PVC	1 ROLL	100		103.67	10367.00
21" CLAY x 21" PVC	1 ROLL	200		121.371	24274.20
21" PVC x 21" PVC	1 ROLL	100		121.371	12137.10
24" CLAY x 24" PVC	1 ROLL	200		139.052	27810.40
24" PVC x 24" PVC	1 ROLL	100		139.052	13905.20
TOTAL				146635.20	

GRAND TOTAL FOR NON-PVC BID SECTION $ 2,343,028.62

PVC WATER PIPE				
SIZE	TYPE - 20' JOINT	ESTIMATED USAGE (L.F.)	UNIT PRICE (PER L.F.)	EXTENDED PRICE
2"	CLASS 200 PSI	500	1.01	505.00
4"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	200	4.53	906.00
6"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	2000	9.20	18400.00
8"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	1000	15.81	15810.00
10"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	200	23.72	4744.00
12"	CLASS 150 DR 18 (C.I.O.D.) PER AWWA	100	33.42	3342.00
14"	DR 18 (C.I.O.D.) PER AWWA STANDARD C905	80	31.388	2511.04
16"	DR 18 (C.I.O.D.) PER AWWA STANDARD C906	80	40.051	3204.08
18"	DR 18 (C.I.O.D.) PER AWWA STANDARD C907	80	60.765	4861.20
20"	DR 18 (C.I.O.D.) PER AWWA STANDARD C908	160	62.245	9959.20
24"	DR 18 (C.I.O.D.) PER AWWA STANDARD C909	80	88.306	7064.48
TOTAL				71307.00

PVC SEWER PIPE				
SIZE	TYPE - 20' JOINT	ESTIMATED USAGE (L.F.)	UNIT PRICE (PER L.F.)	EXTENDED PRICE
4"	SCHEDULE 40 PVC	600	1.62947	977.68
4"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	100	1.80	180.00
6"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	2000	4.12	8240.00
8"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	800	7.47	5976.00
10"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	600	11.63	6978.00
12"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	600	16.73	10038.00
15"	DR 35 (P.S. 46) PMS-O.D. PER ASTM D3034	400	24.73	9892.00
18"	DR 35 (P.S. 46) PMS-O.D. PER ASTM F679	400	28.929	11571.60
21"	DR 35 (P.S. 46) PMS-O.D. PER ASTM F679	100	40.969	4096.90
24"	DR 35 (P.S. 46) PMS-O.D. PER ASTM F679	100	49.959	4995.90
TOTAL				62946.08

BID SECTION FOR PVC ONLY

SCHEDULE 40 PIPE			
SIZE	ESTIMATED USAGE	UNIT PRICE	EXTENDED PRICE
1/2"	100	0.1654	16.54
3/4"	300	0.20203	60.61
1"	300	0.2906	87.18
1 1/4"	100	0.5745	57.45
1 1/2"	100	0.4595	45.95
2"	100	0.5786	57.86
3"	60	1.1755	70.53
TOTAL			396.12

GRAND TOTAL FOR PVC BID SECTION $ 134,649.20

GRAND TOTAL $ 2,477,677.82

NOTE: Based upon the stated evaluation criteria, the City reserves the right to award both sections to one vendor or to separate vendors.

AUTHORIZED SIGNATURE

6-27-25	FERGUSON WATERWORKS
Signature and Date	**Company Name**
RYAN C. MOORE	2650 S. PIPELINE RD
Print Name	**Company Address**
GENERAL MANAGER	EULESS, TX 76040
Title	**City, State and Zip Code**
817-267-3900	817-767-3912
Telephone Number	**Fax Number**
54-1473338	Ryan.moore@ferguson.com
Federal Tax ID Number	**Email Address**

EVALUATION PROCESS

All submitted proposals will be reviewed by the City of Sherman for compliance with the specified RFP requirements. The selection committee will decide proposals which meet the RFP requirements and receive further evaluation.

Based on the firms' response to the RFP requirements, the selection committee will determine the top firm(s) capable of meeting the needs of the City for such services. The City may invite the top firm(s) for an interview before considering a contract. Once the firm has been selected, the City will submit an agreement to the City Council for approval. The following evaluation criteria will be considered by the selection committee.

BEST VALUE EVALUATION CRITERIA

30% Pricing
30% References
40% Qualifications (when applicable, will include past performance of services for the City of Sherman)

TERM

Term for Non-PVC Contract

The initial term for the Non-PVC contract will be for a period of one (1) year, commencing on the date of awarding. The City shall have the option to request additional extensions of this contract for four (4) additional terms of one (1) year each (each a "renewal term") on the same terms and conditions of this contract by giving written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

Term for PVC Contract

The initial term for the PVC contract will be for a period of one (1) year, commencing on the date of awarding. The City shall have the option to request additional extensions of this contract for four (4) additional terms of one (1) year each (each a "renewal term") on the same terms and conditions of this contract by giving written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

NOTE: Any optional contract extensions will require authorized signatures from both the City and the awarded vendor.

Contractor References

Customer Name: City of Denton

Address: 215 E McKinney, Denton, TX 76201

Contact: Ginny Brummet Telephone #: 940-349-8223

Scope of work performed: Annual Contract for Water and Sewer Parts

Length of Service: 3 Yrs (ongoing)

Customer Name: City of McKinney

Address: 222 N Tennessee St, McKinney, TX 75070

Contact: Kae Chin Telephone #: 972-547-7699

Scope of work performed: Annual Contract for Water and Sewer Parts

Length of Service: 3 Yrs (ongoing)

Customer Name: City of Grapevine

Address: PO Box 95104

Contact: Purchasing Telephone #: 817-410-3553

Scope of work performed: Annual Contract for Water and Sewer Parts

Length of Service: 2 Yrs (ongoing)

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

	Coverage Required	Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

CERTIFICATE OF LIABILITY INSURANCE

5/1/2026

DATE (MM/DD/YYYY) 4/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies, LLC
DBA Lockton Insurance Brokers, LLC in CA
CA license #0F15767
3280 Peachtree Rd. NE, Ste. 1000
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property and Casualty Insurance Company	20699
INSURER C : Indemnity Insurance Co of North America	43575
INSURER D : ACE Fire Underwriters Insurance Company	20702
INSURER E :	
INSURER F :	

INSURED 1531924
Ferguson Enterprises, LLC and Subsidiaries
(See attached Named Insured Schedule)
751 Lakefront Commons
Newport News VA 23606

COVERAGES **CERTIFICATE NUMBER:** 20116338 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Retained Limit $4m GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	XSL G48977534	5/1/2025	5/1/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 10,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Self Insured / X Physical Damage	N	N	ISA H11377361	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	XOO G72519802 005	5/1/2025	5/1/2026	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$ XXXXXXX
C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WLR C72622376 (AOS) WLR C72792944 (OR) SCF C72792956 (WI)	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Issued for informational purposes only.

CERTIFICATE HOLDER

20116338
Evidence of Coverage

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Tarrant §

I, Ryan C Moore, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

X None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 30 day of June, 2025

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Ryan C Moore, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 30 day of June, 2025.

Notary Public in and for the State of TEXAS

My commission expires: 9/25/26

JANET K. ADDAMZ
Notary Public, State of Texas
Comm. Expires 09-25-2026
Notary ID 11364061

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NONE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

6-27-25

Date

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2025-15**

   Description of Goods and Services to be provided: **Annual Supply of Water & Sewer Parts and Supplies**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

rev. 1/26/2018

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: Ryan C Moore General Manager

Firm Name: Ferguson Waterworks

Date Signed: 6-30-2025

NOTARIZATION

THE STATE OF Texas)
)
COUNTY OF Tarrant)

BEFORE ME, the undersigned notary public on this day personally appeared Ryan C Moore, on behalf of Ferguson Waterworks (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 30 day of June, 2025.

JANET K. ADDAMZ
Notary Public, State of Texas
Comm. Expires 09-25-2026
Notary ID 11364061

NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

The following definitions apply to Texas Government Code Section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

AGREEMENT FOR WATER AND SEWER MAINTENANCE PARTS AND SUPPLIES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and _____, a _____ ("Contractor"), hereby enter into this Agreement for water and sewer maintenance parts and supplies ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City issued a Request for Proposal, attached hereto as Exhibit A and incorporated herein for all purposes ("Bid Request"), seeking competitive sealed bids for water and sewer maintenance parts and supplies for the City; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
   Contractor shall provide the services and deliverables that are described in the Agreement Documents (as defined below) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.
   The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement ("Initial Term"). City shall have the option to extend this Agreement for four (4) additional terms of one (1) year each (each a "Renewal Term") on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend prior to the expiration of the then-current one (1) year term.

3. Compensation.
   In exchange for Contractor's performance of the Services in accordance with the Agreement Document, City agrees to pay Contractor on the basis defined by and in the amounts set forth in the Submittal ("Contractor's Fee").

   City shall pay Contractor within thirty (30) days of receipt of each invoice, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or

documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary in the Agreement Documents, City shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

20203

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that City shall be obligated to pay monies owed Contractor for services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

A. This Agreement;

B. The Bid Request, attached hereto as Exhibit A;

C. The Submittal, attached hereto as Exhibit B;

D. City's Insurance Requirements, attached hereto as Exhibit C;

E. Affidavit of No Prohibited Interested, attached hereto as Exhibit D; and

F. Conflict of Interest Questionnaire, attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, City's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or

supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

Typetexhere

6. Required Insurance.
Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit C.

7. No Prohibited Interest; Vendor Disclosure.
Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.
CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS

AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. City assumes no such responsibility or liability. City shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations

and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.
City is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

City is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then City shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work under this Agreement is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess, without waiver of any other right or remedy of City.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

15. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in the TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

18. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity.
The parties agree that the indemnity provision set forth in Section 8 herein is conspicuous and the parties have read and understood the same.

23. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: _____
Attn:_____
Address:_____
_____
Telephone:_____
Facsimile:_____
Email:_____

If to City, to: City of Sherman
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

24. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.

27. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

28. Reference to City.
When referring to "City" herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

_____
City Clerk's Office

FERGUSON WATERWORKS
a Texas corporation

By: _____
Printed Name: RYAN C MOORE
Title: GENERAL MANAGER
Date: 6/30/2025

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Dr. Zachary Flores**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the City Manager and duly authorized representative for the **City of Sherman, Texas** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

_____
Notary Public in and for the State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **_____,** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ (title) and duly authorized representative for _____, a Texas corporation, and that he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

_____
Notary Public in and for the State of Texas
My Commission Expires:_____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

	Coverage Required	Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
__	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

CERTIFICATE OF LIABILITY INSURANCE

5/1/2026

DATE (MM/DD/YYYY) 4/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies, LLC
DBA Lockton Insurance Brokers, LLC in CA
CA license #0F15767
3280 Peachtree Rd. NE, Ste. 1000
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property and Casualty Insurance Company	20699
INSURER C : Indemnity Insurance Co of North America	43575
INSURER D : ACE Fire Underwriters Insurance Company	20702
INSURER E :	
INSURER F :	

INSURED 1531924
Ferguson Enterprises, LLC and Subsidiaries
(See attached Named Insured Schedule)
751 Lakefront Commons
Newport News VA 23606

COVERAGES **CERTIFICATE NUMBER:** 20116338 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Retained Limit $4m GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	XSL G48977534	5/1/2025	5/1/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 10,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Self Insured / X Physical Damage	N	N	ISA H11377361	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	XOO G72519802 005	5/1/2025	5/1/2026	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$ XXXXXXX
C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WLR C72622376 (AOS) WLR C72792944 (OR) SCF C72792956 (WI)	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Issued for informational purposes only.

CERTIFICATE HOLDER

20116338
Evidence of Coverage

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Tarrant §

I, Ryan C Moore, an authorized agent of Contractor, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

X None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 30 day of June, 2025

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Ryan C Moore, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 30 day of June, 2025.

Notary Public in and for the State of TEXAS

My commission expires: 9/25/26

JANET K. ADDAMZ
Notary Public, State of Texas
Comm. Expires 09-25-2026
Notary ID 11364061

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NONE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

6-27-25

Date

RFP Evaluation - Water and Sewer Maintenance Parts & Supplies

Evaluation Criteria	North Texas WinWater Co.	Ferguson Waterworks	
Pricing (30%)	30.00	23.00	
References (30%)	21.67	30.00	
Qualifications - including past performance of City services (40%)	28.33	40.00	
Evaluation Score	80.00	93.00	0.00

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.1.

Meeting Date: 7/21/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

Other Business

Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00p.m. on Tuesday, September 16, 2025, to Review and Approve SEDCO's Annual Budget and Work Plan

Issue:

To consider scheduling a joint meeting of the City Council and the Sherman Economic Development Corporation (SEDCO) Board of Directors for 12:00 p.m. on Tuesday, September 16, 2025, to review and approve SEDCO's annual budget and work plan

Background:

The SEDCO Bylaws require an annual meeting of their Board of Directors with the City Council. Topics for consideration are (1) SEDCO's 2024-2025 Program of Work Results and (2) SEDCO's Proposed 2025-2026 Program of Work and Budget.

Capital Improvement Program:

Origination:

SEDCO Board Chairman Gail Utter
SEDCO President Kent Sharp
City Manager Robby Hefton

Financial Consideration:

Annual budget for SEDCO after review and consideration by the City Council

Staff Recommendation:

It is recommended that the City Council schedule a joint meeting with the SEDCO Board of Directors for 12:00 p.m. on Tuesday, September 16th in the City Council Chambers.

Alternatives:

An alternate date, if needed, is Thursday, September 18th.

Attachments:

1. Joint Meeting Letter Request 6-23-25

SHERMAN
ECONOMIC DEVELOPMENT CORPORATION

June 23, 2025

Mr. Shawn Teamann
Mayor, City of Sherman
317 S. Travis St.
Sherman, Texas 75090

Mayor Teamann:

The Bylaws of the Sherman Economic Development Corporation (SEDCO) require the organization to present an annual program of work and budget to the Sherman City Council.

SEDCO requests a joint meeting of the SEDCO Board of Directors and Sherman City Council to be held at 12:00 p.m. on either Tuesday, September 16th or Thursday, September 18th in the Council Chambers at City Hall or at an alternative meeting location if the Council Chambers are not available.

At the meeting, SEDCO will present the results of the 2024-2025 Program of Work, the proposed 2025-2026 Program of Work, and the proposed 2025-2026 Budget.

Thank you for your consideration of this request.

Best Regards,

Kent Sharp
SEDCO President

SHERMAN ECONOMIC DEVELOPMENT CORPORATION
307 W. WASHINGTON, SUITE 102 - SHERMAN, TX 75090
PHONE:903-868-2566 • FAX:903-813-0403
WWW.SEDCO.ORG

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.2.

Meeting Date: 7/21/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, Acting City Manager

Caption:
**** Other Business***
Receive Quarterly Progress Report from Sherman Economic Development Corporation President Kent Sharp

Issue:
To receive the Sherman Economic Development Cororation (SEDCO) quarterly progress report from President Kent Sharp

Background:
The brief presentation by the SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the period from April 2025 to June 2025. SEDCO's last update was presented at the Regular City Council meeting of April 21, 2025

Capital Improvement Program:

Origination:
City Council

Financial Consideration:
This presentation is for information purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:
No action is required of the City Council.

Alternatives:
None recommended

Attachments:
1. 7-21-25 Qtly Rpt to CC Narrative

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: **Sherman Economic Development Corporation**

Name of Chair: Gail Utter
Name of Vice-Chair: Scott Bandemir

Date of Report to City Council: July 21, 2025

1. **In simple terms and as briefly as possible, please describe the mission of your board.**
   - *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the economy of Sherman and the surrounding area through the addition of new jobs and investment of primary employers.*

2. **Please list the top accomplishments of your board within the past quarter. (Please limit the list to five or fewer items).**
   - *SEDCO staff and board joined GlobalWafers America leadership for a check presentation and tour of the growing semiconductor site. SEDCO presented the first $5.5 million incentive payment to GlobalWafers after confirming compliance with the Agreement for Financial Assistance. The company has already invested over $2.54 billion at its 3200 Northgate Drive facility.*
   - *Presented a $60,109.09 incentive check to Eaton B-Line for meeting the requirements outlined in their financial assistance agreement. The company averaged 314 employees in year one and 328 in year two and invested nearly $2 million in qualified expenditures at their Sherman facility including approx. $8,300 with Sherman-based vendors.*
   - *SEDCO staff attended the GlobalWafers ribbon cutting ceremony, Doris Hsu, Chairwoman and CEO, announced an additional $4 billion dollar investment at the Sherman facility.*
   - *Met with members of Taiwan Electrical and Electronic Manufacturers' Association (TEEMA), and Taiwanese Chambers of Commerce of North America to discuss future partnerships and industry clusters.*
   - *Welcomed Camila Bocanegra, Austin College Intern, to the SEDCO team.*

3. **What are your plans for this board in the next quarter?**
   - *Compete aggressively for the attraction of new jobs and investments to the city by narrowing our focus to national and international companies within the advanced manufacturing, semiconductor, research and development, and corporate headquarters clusters.*
   - *Through the Business Retention and Expansion (BRE) Program, we will continue our BRE visits to the Sherman industries and work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the performance agreements.*
   - *Host the Plant Manager & Safety Leader Forum on July 23 at GlobalWafers America.*
   - *Host a joint meeting with the City Council in September where the FY 25-26 Program of Work and Budget will be considered for approval.*
   - *Ashton will attend the 2025 Texas Regional Pathways Network Convening in Georgetown, TX.*

- *The SEDCO team will attend the Southern Economic Development Council's Annual Conference in Oklahoma City, OK in August.*
- *Ashton and Shannon will attend the Team Texas Summit in Waco, TX in August.*
- *Ashton and Shannon will attend Fabtech in Chicago, IL.*
- *Ashton, co-chair of the TEDC Community Economic Development Award (CEDA) committee, will participate in reviewing the nominations from Texas communities at a scoring meeting in Waco, TX.*
- *Sponsor the New Teacher Luncheon hosted by the Sherman Chamber of Commerce.*
- *Continue to add contacts to the Sherman WOMO business directory.*
- *Contact each company with a job listing on shermantxjobs.com for updates. New listings will be boosted on social media.*
- *SEDCO will participate in the upcoming Hispanic Festival to promote the Sherman Woman-Owned and/or Minority-Owned (WOMO) initiative.*
- *Ashton will speak on a EDC pane featuring Sherman, Plano, Allen, McKinney, and Frisco at the (North Texas Certified Commercial Investment Member) CCIM in Dallas, TX.*
- *Continue event prep for upcoming Mayor's Roundtable.*
- *Organizing recruitment efforts for SEMICON in October.*

4. **How often did this board meet in the last quarter?**
   - *The SEDCO Board meets on the second Tuesday of each month and holds Special Called Meetings when needed. Since our last report, the SEDCO Board has held three Regular Scheduled Board Meetings (April 8th, May 20th, June 10th) and toured GlobalWafers America (April 10th).*

5. **In what percentage of those meetings was a quorum of board members present?**
   - *100%*

6. **Did any member attend less than 75% of those meetings? If so, which member and how often did they attend?**
   - *Willie Steele was absent for the April 8th Regular Meeting, Rob Wilson was absent for the May 20th Regular Meeting, and Gail Utter was absent for the June 10th Regular Meeting.*

7. **What other information would your board like to communicate to the City Council? (Please be concise in your response).**
   - *Presently working five active projects with an estimated $1.4 billion CAPEX and approximately 867 new jobs.*
   - *Completed five site visits and prospect calls with companies interested in relocating and/or expanding their operations to Sherman.*
   - *Introduction meeting with Lisa Holloway and Dr. Rahul Renu of Austin College and Harvest Hill (Sunny Delight).*
   - *During the last quarter, the SEDCO Board approved the following:*
     - *Resolution No. SEDCO-2025.08 authorizing financial assistance to the City of Sherman through fiscal year 2029–2030 for key industrial infrastructure projects supporting multiple Progress Parks. The resolution includes funding for an 84-inch water line from Lake Texoma to the Sherman Water Treatment Plant, a 36-inch water line from the treatment plant to Shepherd Drive near the new Texas Instruments facility, and a 24- to 36-inch wastewater line extending south from FM 1417 to the existing line along Howe Drive.*

    - *Resolution No. SEDCO-2025.10: Authorizing the extension of a license agreement with Garney Companies for a laydown yard of 0.3443 acres in Progress Park II.*
    - *Resolution No. SEDCO-2025.11: Authorizing up to $650,000 in incentives for Tyson Fresh Meats, Inc. to support the expansion of their Sherman facility. The project includes installing new production lines, refrigeration equipment, and creating 120 new jobs. Tyson will also participate in SEDCO's Community Involvement Initiative by contributing 1% of the incentive to a local nonprofit.*
    - *Resolution No. SEDCO-2025.12: Authorizing right-of-way warranty deed with the City of Sherman for Tortilla Way.*
- *Hosted the spring Plant Manager and Safety Leaders Forum which featured introductions of Sherman's new Mayor Shawn Teamann and City Manager Zach Flores. The forum also included updates on key issues impacting the local business community including natural gas, water, wastewater, and electricity infrastructure.*
- *Hosted the Leadership Lunch with 36 Plant Managers and Community Leaders in attendance. This event is held twice a year.*
- *Co-sponsored the Career Connection Job Fair with 36 employers and 433 job seekers in attendance.*
- *Hosted the Sherman Industry Appreciation Event at the Sherman Shadowcats game for 1,000 Sherman employees and their families, featuring an Industry Showdown kickball game between Harvest Hill and Emerson for the pregame show. Tyson generously donated and grilled hamburgers, with SEDCO Board Member Willie Steele lending at hand at the grill, while hotdogs provided by SEDCO were cooked on-site. Sherman Parks and Recreation provided and supervised the yard games, creating a fun and engaging experience for everyone.*
- *Kent spoke at Austin College's press conference announcing its new Bachelor of Science in Engineering program. He praised the initiative for supporting regional growth and emphasized the value of building a local pipeline of engineering talent to help graduates stay and thrive in Sherman.*
- *Kent participated in the TxDOT Transportation & Local Economy Forum panel, "The Role of Transportation in the Future of Sherman," where he discussed how strategic infrastructure planning supports Sherman's growth and economic development. SEDCO was a sponsor of the event.*
- *Kent presented at Sherman Chamber Leadership Sherman Economic Development Day.*
- *Kent met with David Ellis, the new Executive Director for Van Alstyne Community and Economic Development Corporations of Howe, Gainesville, Paris, and Bonham.*
- *Met with Huitt-Zollars to discuss the project scope for evaluating land use, utilities, and collateral within Progress Park industrial area.*
- *Met with Marcus Freeman, Director, and Kelly Harris, Training Coordinator at Grayson College's Center for Workplace Learning to discuss available training programs and upskilling opportunities for employees at Sherman industries.*
- *Kent met with the Advanced Manufacturing Program (AMP) consortium to explore strategies for expanding student participation, improving progress tracking, and better aligning the program with industry workforce needs.*
- *Held the 2025 Sherman Woman-Owned and/or Minority-Owned (WOMO) Connect & Shop Expo which included 30+ Sherman-based WOMO businesses showcasing their products and services.*
- *Hosted a WOMO Committee Meeting to discuss the WOMO Expo and future of the WOMO initiative.*

- *Attended the first meeting of the Chamber Women's Empowerment Group, created to support local women through networking, mentorship, and leadership development.*
- *Hosted a Community Cares Fund Convening roundtable to discuss non-profit partners input and potential viable funding streams to assist those in need in the Texoma area.*
- *Ashton led the Texas Economic Development Council (TEDC) Virtual Peer Roundtable Discussion on Business Retention Strategies and Fostering Supplier Relationships.*
- *Michelle attended and SEDCO co-hosted the Advanced Manufacturing Program (AMP) End of Year Event.*
- *Kent, Ashton, and Shannon attended the Southern Economic Development Council (SEDC) Site Selection Summit in Atlanta, Georgia.*
- *Kent, Ashton, and Shannon attended Select USA Investment Summit in Washington D.C. While in D.C., along with the Party Under the Stars Texas Hospitality Event, Ashton attended the British Embassy Reception, Shannon attended the European and US Investment Reception.*
- *Kent, Ashton, Shannon, and Michelle attended the Texas Economic Development Council (TEDC) Mid-Year Conference in Rockwall, where Ashton served as the moderator for the Community Economic Development Award panel, and Kent is currently serving as the TEDC chair and emceed the event.*
- *Kent and Ashton attended the Team Texas Advisory Council Summer Retreat in Waxahachie.*
- *Ashton, Shannon, Michelle, and Camila attended the Women in Economic Development DFW Meet-up in Arlington, where Camila participated in a pop-up intern panel.*
- *Program of Work review meeting to update goals for 2025-2026 to present to the SEDCO board in July.*
- *Glenda Bassham, Sulphur Spring Hopkins County Economic Development Corporation Assistant Director, visited Sherman to learn more about SEDCO's business retention and expansion programs.*
- *Participated in the AI Assistant Bootcamp hosted by the Sherman Chamber of Commerce to explore innovative tools and strategies for leveraging artificial intelligence in business.*
- *Ashton and Shannon attended the Texoma Semiconductor Tech Hub: from Sputnik to Advanced Chips with Professor David Griffith presenting at Austin College.*
- *Shannon led a Canva Workshop for the City of Sherman employees.*
- *Met Cole Imhoff, Austin College International Economics, Finance, and Spanish graduate to discuss economic development and future career opportunities.*
- *Completed employee reviews for the SEDCO staff.*
- *Continued the weekly meetings with Sherman industries (both existing and new), BNSF, and Via Rail to discuss rail projects in Progress Park.*
- *Attended the City of Sherman Lunch & Learn: Sun Safety.*
- *Sponsored the Sherman Chamber of Commerce Golf Tournament.*
- *SEDCO staff participated in multiple webinars, committee meetings, and community events.*
- *Sponsored six ads on Facebook highlighting Sherman industries, available jobs on shermantxjobs.com, the Sherman community including downtown, and sedco.org:*
    - *Total Reach: 27,446*
    - *Total Link Clicks: 990*
    - *Total Post Engagement: 20,585*
      New Follows: 170

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.1.

Meeting Date: 7/21/2025

Prepared By: Travis Overturf, Civil Engineer

Approved By: Zachary Flores, Acting City Manager

Caption:
****Payment Authorization***
Texas Department of Transportation Airport Project Participation Agreement

Issue:
To approve payment authorization for the Texas Department of Transportation Airport Project Participation Agreement

Background:
At the January 2, 2024, City Council meeting, Resolution 7240 was passed, accepting the Texas Department of Transportation (TxDOT) Aviation Division's offer of assistance for rehabilitation of the runway at the Sherman Municipal Airport. The project involves construction services to rehabilitate Runway 16-34 and the connector taxiways, install medium-intensity runway lights on Runway 16-34, and installing precision approach path indicators on Runway 16-34. The estimated overall project cost for this project is $3,800,000 with the city's portion being $382,000.

Capital Improvement Program:

Origination:
Engineering Department

Financial Consideration:
Funding needed for this agreement is $382,000 which is budgeted in the General Improvement Fund.

Staff Recommendation:
It is recommended that the participation agreement payment authorization be approved in the amount of $382,000.00.

Alternatives:
As may be recommended by the Council

Attachments:
1. Participation Agreement
2. 7240 (ID 365106)

TEXAS DEPARTMENT OF TRANSPORTATION

AIRPORT PROJECT PARTICIPATION AGREEMENT

(State Assisted Airport Development Grant)

TxDOT CSJ No.: 2501SHRMN
Commission Approval: June 20, 2025

Part I - Identification of the Project

TO: City of Sherman, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Agreement is made and entered into by and between the Texas Department of Transportation, for and on behalf of the State of Texas (the "State"), and City of Sherman, Texas, (the "Sponsor"), under the authority granted and in compliance with the provisions of the Title 3 of the Texas Transportation Code.

The project is described as construction services to: rehabilitate Runway 16-34 and connector Taxiway's B-F; reconstruct connector Taxiway; install medium intensity runway lights on Runway 16-34 and install precision approach path indicator on Runway 16-34 at Sherman Municipal Airport.

Part II - Offer of Financial Assistance

1. The allowable costs of the project shall not include any costs determined by the State to be ineligible under Title 3 of the Texas Transportation Code, or the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq*.

2. It is estimated that total project costs will be approximately $3,800,000 (Amount A). It is further estimated that approximately $3,800,000 (Amount B) of the project costs will be eligible for financial assistance, and that financial assistance will be for ninety percent (90%) of the eligible project costs. Project costs eligible for financial assistance shall be determined by the State.

3. It is estimated that the State's financial assistance share of eligible project costs will be approximately $3,420,000 (Amount C) and the Sponsor's share of the project costs will be approximately $380,000 (Amount D). Financial assistance is subject to the availability of state funds. In the event the State determines that additional funding is required by the Sponsor at any time during the development of the Project, the State will notify the Sponsor in writing. The Sponsor will make payment to the State within thirty

(30) days from receipt of the State's written notification.

This grant should not be construed as block grant funds for the Sponsor, but as a grant for funding of the scope items as listed on page one of this agreement. It is the intent of the Agent to provide funding to complete the approved work items of this grant and not to amend the scope of work to include items outside of the current determined needs of this project. Scope of work may be amended as necessary to fulfill the unforeseen needs of this specific development project within the spirit of the approved scope, subject to the availability of state and/or local funds.

The State will not participate in funding for force account work conducted by the Sponsor.

3. If there is an overrun in the eligible project costs, the State may increase the grant to cover the amount of overrun not to exceed the statutory twenty-five (25%) percent limitation, and will advise the Sponsor by amendment of the increase. Upon receipt of the amendment, the maximum obligation of the State is adjusted to the amount specified and the Sponsor will remit their share of the increased grant amount. If the sponsor does not move forward with construction, they shall reimburse the state 100% of all costs under contract and/or expended at the point of notification that the project will not be completed.

   Participation in additional state eligible costs may require approval by the Texas Transportation Commission. The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

4. In the event that state funds are unavailable, this Agreement shall automatically be voided and become of no force and effect, except that unexpended or unencumbered moneys actually deposited by the Sponsor and held with the State for project purposes shall be returned to the Sponsor.

5. Sponsor's share of project costs (Amount D) shall be paid initially in cash when requested by the State. The State will not execute project contracts until the required funding has been made available by the Sponsor in accordance with this Agreement. At project closeout, Sponsor will be reimbursed for any credited amounts that exceed Sponsor's share.

6. The Sponsor specifically agrees that it shall pay any project costs, which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount C) as stated in Paragraph II-2.

7. Sponsor, by executing this Agreement certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right, upon advance written request during reasonable and regular business

hours, to audit any books and records of the Sponsor to verify the funds. In addition, the Sponsor shall disclose the source of all funds for the project and its ability to finance and operate the project.

Following the execution of this Agreement and upon written demand by the State, the Sponsor's financial obligation (Amount D) shall be due and payable to the State. Should the Sponsor fail to pay the obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-5 and/or V-6. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount D).

PART III - Sponsor Responsibilities

1. In accepting the Agreement, the Sponsor guarantees that:

   a. it will comply with the Attachment A, Certification of Airport Fund, attached and made a part of this Agreement; and

   b. it will comply with the Attachment B, Certification of Project Fund, attached and made a part of this Agreement; and

   c. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in connection with the Agreement; and

   d. the Airport or navigational facility which is the subject of this Agreement shall be controlled for a period of at least 20 years, and improvements made or acquired under this project shall be operated, repaired and maintained in a safe and serviceable manner for the useful life of the improvements, not to exceed 20 years; and

   e. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without unjust discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Agreement; and

   f. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products

and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and

g. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State; and

h. through the fence access shall be reviewed and approved by the State; and

i. it will acquire all property interest identified as needed for the purposes of this project and comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State of Texas in the acquisition of such property interest; and that airport property identified within the scope of this project and Attorney's Certificate of Property Interests shall be pledged to airport use and shall not be removed from such use without prior written approval of the State; and

j. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

k. all fees collected for the use of an airport or navigational facility constructed with funds provided under the program shall be reasonable and nondiscriminatory. The proceeds of such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility. Sponsor shall not be required to pledge income received from the mineral estate to airport use unless state and/or federal funds were used to acquire the mineral estate of airport lands or any interest therein; and

l. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor for any purposes other than operation of the airport. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

m. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise and to provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment; and

n. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Texas Local Government. Code §§ 241.001 *et seq*. Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace unless Sponsor can show that acquisition and retention of such interests will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to such subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State; and

o. it will provide upon request to the State, and the engineering or planning consultant, copies of any maps, plans, or reports of the project site, applicable to or affecting the above project; and

p. after reasonable notice, it will permit the State and any consultants and contractors associated with this project, access to the project site, and will obtain permission for the State, consultants and contractors associated with this project, to enter private property for purposes necessary to this project.

q. all development of an airport constructed with program funds shall be consistent with the Airport Layout Plan approved by the State and maintained by the Sponsor. A reproducible copy of such plan, and all subsequent modifications shall be filed with the State for approval.

2. The Sponsor certifies to the State that it will have acquired clear title in fee simple to all property upon which construction work is to be performed, or have acquired a leasehold on such property for a term of not less than 20 years, prior to the advertisement for bids for such construction or procurement of facilities that are part of the above project, and within the timeframe of the project, a sufficient interest (easement or otherwise) in any other property interest which may be part of the project.

3. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claim or liabilities which might be imposed on the State as the result of such activities by the

Sponsor, the Sponsor's agents or employees.

4. The Sponsor and not the State shall, for all purposes, be the "Sponsor" of the project. Sponsor agrees to assume responsibility for operation of the facility in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures or any other directives before, during and after the completion of this project.

5. The Sponsor shall have on file with the State a current and approved Attorney's Certificate of Airport Property Interests and Exhibit A property map.

6. The Sponsor by execution of this grant certifies that it has implemented, or will implement during this project, an effective airport pavement maintenance-management program and it assures that it will use such program during the period of this Agreement. It will provide upon written request such reports on pavement condition and pavement management programs as the State determines may be useful. Failure to comply with this condition may make the Sponsor ineligible for future grants.

7. The Sponsor's acceptance of this Offer and ratification and adoption of the Agreement shall be evidenced by execution of this Agreement by the Sponsor. The Agreement shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport. The Agreement shall become effective upon execution of the Agreement by the State and shall remain in full force and effect for a period of at least 20 years.

Part IV- Nomination of the Agent

1. The Sponsor designates the State as the party to apply for, receive, and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State agrees to assume the responsibility to assure that all aspects of the grant are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations, assurances, procedures, or any other directives, except as otherwise specifically provided.

3. As required by Texas Transportation Code 22.018, when acting as the agent for Sponsor, State shall advertise for, select, and make contracts with, consultants and contractors in accordance with the law governing the making of contracts by the State.

4. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent for all such purposes, including, but not limited to:

Receiving and Disbursing Agent:

a. apply for, accept, receive, and deposit with the State Treasury any and all project funds granted, allowed, and paid or made available by the State;

b. receive, review, approve, and process Sponsor's reimbursement requests for approved project costs; and

c. pay to the Sponsor, from granted funds, the portion of any approved reasonable and eligible project costs incurred by the Sponsor that are in excess of the Sponsor's share.

d. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with State-executed contracts.

Contracting Agent:

e. advertise for services required for the project, including, but not limited to, professional engineering and/or planning services, construction, construction management, and materials acquisition; receive, open, and review bids; select the consultant; provide notification of contract award for professional services; and negotiate professional services contract terms as necessary; and execute, on behalf of the Sponsor, contracts related to this project;

f. participate in pre-bid and pre-construction conferences; and issue orders as it deems appropriate regarding construction progress, including but not limited to Notices to Proceed, Stop Work Orders, and Change Orders.

g. administer Disadvantage Business Enterprises (DBE) and/or Historically Underutilized Business (HUB) Programs in accordance with federal and state regulations.

Contract Management Agent:

h. exercise such supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order, or direction between the State and the Sponsor, any engineer, contractor, or materialman, the State shall issue a written order, which shall prevail and be controlling.

i. coordinate and review project plans, specifications, and construction; coordinate and conduct progress and final inspections.

Construction Phase:

j. review, approve and maintain record drawings.

PART V - Recitals

1. The State and the Sponsor shall obtain an audit as required by state regulations.

2. The Sponsor, and not the State, shall be the contractual party to all construction and professional service contracts entered into for the accomplishment of this project. The power of attorney, as granted by the Sponsor to the State in Part IV - Nomination of Agent, is a limited power to perform acts in connection with airport improvements as specified in or necessitated by this Agreement.

3. The Sponsor agrees to pursue and enforce contract items, which are required by federal and/or state regulations, laws, and orders to insure satisfactory performance of contract vendors. Such items include, but are not limited to, bid bonds, payment bonds, and performance bonds. Pursuit and enforcement of contract items may require litigation and other remedies of law.

4. The United States and the State of Texas shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incidental to, compliance with this grant agreement.

5. This Agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party. Furthermore, the State shall not be a party to any other contract or commitment, which the Sponsor may enter into or assume, or have entered into or have assumed, in regard to the above project.

6. If the Sponsor fails to comply with the conditions of the grant, the State may, by written notice to the Sponsor, suspend the grant in whole or in part. The notice of suspension shall contain the following:

   a. The reasons for the suspension and the corrective action necessary to lift the suspension;

   b. A date by which the corrective action must be taken;

   c. Notification that consideration will be given to terminating the grant after the corrective action date.

   In the case of suspension or termination, the Sponsor may request the State to reconsider the suspension or termination. Such request for reconsideration shall be made within 45 days after receipt of the notice of suspension or termination.

7. This Agreement is subject to the applicable provisions of Title 49 U.S.C., Title 3 of the Texas Transportation Code, and the Airport Zoning Act, Texas Local Government Code §§ 241.001 *et seq*. Failure to comply with the terms of this Agreement or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

a. Of primary importance to the State is compliance with the terms and conditions of this Agreement. If, however, after all reasonable attempts to require compliance have failed, the State finds that Sponsor is unwilling and/or unable to comply with any of the terms and conditions of this Agreement, the State may pursue any of the following remedies: (1) require a refund of any money expended pursuant to the Agreement, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any money expended on the project pursuant to the Agreement, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Agreement null and void, or (5) any other remedy available at law or in equity.

b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Agreement, or for enforcement of any of the provisions of this Agreement, is specifically set by Agreement of the parties in Travis County, Texas.

8. The State reserves the right to amend or withdraw this Agreement at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State, which extension shall not unreasonably be denied or delayed.

9. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities regarding this project and shall not be modified, amended, rescinded, or revoked unless such modification, amendment, rescission, or revocation is agreed to by both parties in writing and executed by both parties.

10. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including §§ 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

11. The Sponsor's acceptance of this Agreement and ratification and adoption of the Airport Project Participation Agreement shall be evidenced by execution of this instrument by the Sponsor. This Offer and Acceptance shall comprise a Grant Agreement, as provided by the Title 49 U.S.C., constituting the contractual obligations and rights of the United States, the State of Texas, and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided.

12. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the

state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Termination

This agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties.
- by either party upon the failure of the other party to fulfill the obligations set forth herein.
- by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Sponsor will be responsible for the payment of Project costs incurred by the State on behalf of the Sponsor up to the time of termination. The Sponsor will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

Part VI - Acceptance of the Sponsor

City of Sherman, Texas, does ratify and adopt all statements, representations, warranties, covenants, and agreements constituting the described project and incorporated materials referred to in the Agreement, and does accept the Offer, and agrees to all of the terms and conditions of the Agreement.

City of Sherman, Texas

_____

(Sponsor)

_____

(Sponsor Signature)

_____

(Title)

_____

(Date)

Part VII - Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

State of Texas
Texas Department of Transportation

_____
(Signature)

Dan Harmon
_____
(Typed Name)

Director, Aviation Division
_____
(Title)

_____
(Date)

ATTACHMENT A

Certification of Airport Fund

The Sponsor does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. Such fund may be an account as part of another fund but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

City of Sherman, Texas

_____

(Sponsor)

_____

(Sponsor Signature)

_____

(Title)

_____

(Date)

ATTACHMENT B

Certification of Project Funds

TxDOT CSJ No.: 2501SHRMN

The Sponsor does certify that sufficient funds to meet the Sponsor's share of project costs as identified in the Airport Project Participation Agreement for said project will be available in accordance with the schedule shown below:

Sponsor Funds

Source	Amount	Date Available

City of Sherman, Texas

_____
(Sponsor)

_____
(Sponsor Signature)

_____
(Title)

_____
(Date)

RESOLUTION NO. 7240

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS AT THE SHERMAN MUNICIPAL AIRPORT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman intends to make certain improvements to the Sherman Municipal Airport; and

WHEREAS, the general description of the project is described as: Engineering and design for pavement rehabilitation and airfield lighting replacement and rehabilitation of the runway, construction administration, installation of PAPI-2, and replacement of runway lighting; and

WHEREAS, the City of Sherman intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost is estimated to be $3,818,170.00, and the City of Sherman will be responsible for 10% of the project costs currently estimated to be $381,817.00; and

WHEREAS, the City of Sherman names the Texas Department of Transportation as its agent for the purposes of applying for, receiving, and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That all the above recitals and preambles are found to be true and correct and are made a part hereof for all purposes.

SECTION 2. The City of Sherman hereby directs the City Manager to execute on behalf of the City of Sherman, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts, and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Sherman Municipal Airport.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 2nd day of January 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM
AND CONTENT:
ABERNATHY, ROEDER, BOYD, & HULLET P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AVIATION CAPITAL IMPROVEMENT PROGRAM

Texas Department of Transportation -- Aviation Division

Locations, Projects, and Costs

November 17, 2023

FEDERAL & STATE FY 2024

Federal FY 2024 (October 2023 - September 2024)/State FY 2024 (September 2023 - August 2024)

City & Airport	Project Status & Description	Project Costs			
		Total	Federal	State	Local
SHERMAN	***Project Status:***				
SHERMAN MUNI	*PENDING*				
	Engineering and design for pavement rehabilitaton and airfield lighting replacement	235,000	0	211,500	23,500
	Project Totals:	**$ 235,000**	**$ 0**	**$ 211,500**	**$ 23,500**

AVIATION CAPITAL IMPROVEMENT PROGRAM

Texas Department of Transportation -- Aviation Division

Locations, Projects, and Costs

November 17, 2023

FEDERAL & STATE FY 2025

Federal FY 2025 (October 2024 - September 2025)/State FY 2025 (September 2024 - August 2025)

City & Airport	Project Status & Description	Project Costs			
		Total	Federal	State	Local
SHERMAN	***Project Status:***				
SHERMAN MUNI	*PENDING*				
	Rehabilitate Runway 16-34	2,007,000	0	1,806,300	200,700
	Construction admin, contingency, RPR, testing	339,000	0	305,100	33,900
	Install PAPI-2 RW 16-34	50,000	0	45,000	5,000
	Replace Runway Lighting	1,187,170	0	1,068,453	118,717
	Project Totals:	**$ 3,583,170**	**$ 0**	**$ 3,224,853**	**$ 358,317**